

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s., with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.  
All Letters intended for publication in the "Solicitors Journal" must be authenticated by the name of the writer, though not necessarily for publication.  
Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

## The Solicitors' Journal.

LONDON, NOVEMBER 28, 1868.

THE RESULT of the elections having rendered an immediate change of Government a practical certainty, common rumour has, of course, with her proverbial veracity, been busy with the names of the real or presumed aspirants to the new places. The reports prevalent on the subject are as various and perplexing as could be desired, but we have reason to believe that the most probable list of promotions is the following. It being certain that, pending the question of Church disestablishment, Sir Roundell Palmer will not accept office under the new Government, it has, we understand, been arranged that Lord Justice Wood is to be offered the woolsack; and that, should he accept office, as is to be expected, he will be succeeded as Lord Justice by Sir Roundell Palmer, who will be at the same time raised to the peerage as a counterpoise to Lord Cairns in the House of Lords. Mr. Coleridge is, we believe, to be Attorney-General, and Mr. Jessell Solicitor-General, some other place, not yet defined, having to be provided for Sir Robert Collier, it being reported, truly or falsely we know not, that neither he nor Mr. Coleridge will serve under the other. The rumoured retirements of the Master of the Rolls and Vice-Chancellor Stuart are both, so far as we know or believe, utterly without foundation; and although it is true that the Master of the Rolls is legally competent to sit in the House of Commons, no Master of the Rolls since Sir William Grant has, we believe, done so, and we recollect that in 1865 the present Master of the Rolls gave a most decided negative to a proposition that he should stand for Westminster, on the ground, as we understood, that though not an *illegal*, it was an *unjudicial* position.

THE JUDGMENT of the Court of Queen's Bench in the case of *Wason v. Walter*, delivered on Wednesday last, adds another to the long list of modern cases upon that branch of the law of libel which most affects the press. That case was an action of libel against the proprietor of the *Times*, for publishing, first a report of a debate in the House of Lords, in which the plaintiff's conduct was, as he thought, unfairly dealt with; and, secondly, an article commenting upon that debate. The case was tried before Lord Chief Justice Cockburn, as most of such actions are. The jury found the report to be accurate, and the comments to be fair and reasonable; and the Lord Chief Justice ruled that, upon this finding neither the one nor the other was actionable. The correctness or incorrectness of these rulings was what the Queen's Bench had to determine. The inquiry plainly involved two points, one as to which no great room for doubt existed, the other not so clear. That comments which, in the opinion of the jury, are fair and reasonable, upon matters of a public nature cannot be made the ground of an action of libel is quite clear law; and it could scarcely be doubted that the proceedings of Parliament are matters of a public nature within the meaning of the rule: so that, as to the leading article, the Lord Chief Justice's ruling hardly admitted of serious question. The real contest in the case was as to the report of the debate. As to this

the defendant claimed an absolute right to publish fair reports of proceedings in Parliament, without regard to their effect upon the reputation of individuals; and upon the existence of this right the Court had to decide. The point, if not a very easy, was at least a very short one, and it appears to us that the law has been rather obscured than cleared by the very long and very rhetorical judgment delivered by the Lord Chief Justice on behalf of the Court. The Court decided in favour of the right claimed, and the grounds of their decision may be stated in a very few words. They said that there was no binding authority upon the point, though there were *dicta* upon each side. "In the absence, therefore, of decided cases, the Court is without authority on which to proceed, and we must have recourse to principle and analogy." And they found an analogous case in the right to publish the proceedings of courts of justice. As to this latter they said:—"In our opinion the true ground (of the right of publication) is that though the publication may be to the disadvantage of individuals, it is of vast advantage to the public that these proceedings should be universally known, and the general advantage to the public from having their proceedings made public more than counterbalances the inconveniences to private persons. . . . To us it seems clear that the principles on which the publication of proceedings of courts of law are privileged apply to the publication of reports of Parliamentary debates. The analogy between the cases is in every respect complete. And if the rule has never been applied to Parliamentary reports, it is only because the occasion has never arisen. If the principles which are the ground of the privilege in one case are applicable to the other we must not hesitate to apply them, especially when we avoid the injury and anomalous injustice to which we have referred." And the Court went on to show that at present, whatever may have been thought by such people as Littledale and Patteson, J.J., the publication of debates is useful to the public. Now that it is desirable that Parliamentary proceedings should be published freely, and without risk, we fully admit; and, therefore, taken by itself, we are very far from regretting this decision. But whether the Court, in giving it, has not far exceeded the limits ordinarily observed by judges in making new law is another question. We think that either they have done so, or else they must be prepared to go a great deal further than they have yet gone.

It will probably not be denied that if any party to a cause rests his case upon an alleged exception to the ordinary rules of law, as the defendant did in this case, it lies upon him to establish the exception. In the present case, upon any view of the matter but one, there was, as the Lord Chief Justice himself pointed out, no authority either one way or the other, while the balance of judicial *dicta* and the general opinion of lawyers was admittedly against the defendant's view. It follows that the Court ought to have held the exception not proven, and left the Legislature to amend the law. Upon one view of the case, however, and it is the view taken by the Court, and called by the Lord Chief Justice "analogy and principle," there is abundant warrant for this decision, and for many other decisions in the future. The reasoning of the Lord Chief Justice, based on analogy and principle, put in the form of a syllogism, is as follows:—"All proceedings which it is for the interest of the public to have generally known may lawfully be published, however defamatory. Debates in Parliament are proceedings which it is for the interest of the public to have generally known. Therefore debates in Parliament may carefully be published, however defamatory." Now is the major premiss true as a proposition of law? If not, the judgment is wrong. If it is true, then whenever any judge hereafter is of opinion that the public are largely interested in knowing all about any class of proceedings, he will be bound to tell the jury that no action can lie for publishing them, however defamatory. Does the Court of

Queen's Bench intend to lay this down as law? Are they prepared to act upon their own principle? If they are, the Lord Chief Justice was certainly right in calling attention to "the elasticity" of unwritten law.

THE SCOTCH LAW COMMISSION has, it appears, been re-constituted, with the addition of Lord Justice Wood and Mr. Justice Willes, with one or two more Scotch gentlemen. Better names for the work of such a commission than those of the Lord Justice and Mr. Justice Willes could not be found within the entire range of the profession, and we in particular congratulate the Lord Advocate as having secured the services of a learned judge who, if not the exclusive author of the English Common Law Procedure Act, was at least the presiding genius over the composition of that important statute. For the kind of assistance which Mr. Justice Willes will thus be enabled to afford to the commission is precisely that which the Scotch courts require. In Lord Justice Wood the Scotch lawyers will find a singularly enlightened and accomplished jurist. In other respects the Commission remains very much as it was at first, and we agree with a recent correspondent that the great majority of what we hope may, without offence, be called the minor Scotch Commissioners, would have served more usefully as *witnesses*. It is stated that Mr. Young, M.P., declined to act on the Commission.

WE PRINT in another column the General Rules recently made by Baron Martin and Justices Willes and Blackburn, for the trial of election petitions under the 30 & 31 Vict. c. 125. The corresponding rules for Ireland, signed by Justices Keogh, O'Brien, and Fitzgerald, are word for word the same as the English rules, excepting, of course, two or three *mutatis mutandis* alterations, such as the substitution of "the Bank of Ireland" for "the Bank of England," or "the City of Dublin" for "within three miles of the General Post Office."

That the framing of rules of procedure to carry into effect an Act of Parliament creating a new jurisdiction or reforming an old one is no easy task, is a thing which few people will deny. It is impossible, even for a judge of long standing, with judicial experience of the class of doubts and difficulties which arises in matters of procedure, to foresee everything. The General Orders in Chancery bear witness to this, and it has even happened, as most of our readers will remember, that rules have been made which the Court of Chancery has afterwards been compelled to pronounce *ultra vires*, and on one occasion a late Lord Chancellor felt himself called upon to pronounce the invalidity of a rule which he himself had concurred in making but a very short time previously. It would be rather difficult, however, to take an objection of "*ultra vires*" to the rules now framed, since the Legislature, in the same spirit in which it entrusted its jurisdiction to the judges, has also entrusted them with a very despotic power of framing rules for the carrying out its intention. Section 25 of the Act enacts that "Any General Rule or Orders made as aforesaid (*i.e.*, by the judges for the time being on the *rota*) shall be deemed to be within the powers conferred by this Act, and shall be of the same force as if they were enacted in the body of this Act." These rules, however, appear to have been very ably and carefully drawn, and, so far as we are able to foresee, will probably be found to lay down with sufficient precision the practice of the new election tribunal. It is not immaterial to notice here that the last rule but one provides that no proceeding under the Act "shall be defeated by any formal objection." Dealing as the rules do with the matters of detail, it is unnecessary, as we print them in *extenso* elsewhere, to recount their provisions in this place. The election petition will be very much like a petition in chancery; it must disclose the petitioner's right to petition within section 5 of the Act; must state the result of the election, and the short facts

and grounds relied on in support of the prayer. Evidence need not be stated in the petition, but the judge may (rule 6) "order such particulars as may be necessary to prevent surprise and unnecessary expense." We do not, by the way, quite understand how any objection on this ground is to be taken by a respondent, as the rules say nothing on that point. The rules lay down pretty minute directions as to all notices to be given and objections that may be taken, the rules, however, as to objections to the security for costs directed by the Act do not appear to us quite clear. Again, copy petition and particulars of the agent's address are to be sent by the master to the returning officer, who is to "publish" the same (this is a repetition from the Act); also where a petitioner intends applying for leave to withdraw, he is to send a copy of his notice of application to the same officer, who is to "make it public" in the county or borough, while the petitioner is also to "publish it in at least one newspaper circulating in the place." In what manner is the returning officer to make his publication? We infer from the rules as to withdrawal, and the inference is very welcome, that the Court considers itself to have an absolute discretion as to the permitting of withdrawals. As to costs, the rules do not specify anything as to the principles on which costs are to be awarded (except as to certain details in the matter of objections to sureties), the costs will, therefore, be in the discretion of the judge. The taxation is to be by the master (which means a master nominated by the Chief Justice of the Common Pleas), or any master of a superior court whom he may choose to name, and provision is made for their recovery by execution.

By the Act, the rules are to be laid before Parliament within three weeks after its sitting. As to the parties entitled to practice before the Court as agents, section 57 of the Act empowers any person entitled at the passing of the Act to practise as an attorney or agent in election matters under the old system, to practise before this Court under the new—subject to the jurisdiction and orders of the Court; and the rules provide, in pursuance of a further provision in that section, for the keeping of a roll of the names of persons so entitled to practise.

LORD ROMILLY has promised to take the chair at the festival of the Law Association for the Benefit of the Widows and Families of Professional men in the Metropolis and the vicinity. The dinner will take place at the Albion Tavern, Aldersgate-street, on Wednesday, December the 9th.

## THE REGISTRATION APPEALS.

### No. III.

The case of *Jones v. Bubb*, which we noticed in our last, governed several other cases, and amongst them one which raised a curious question as to the effect of compounding for rates in a county. As our readers are well aware, the system of compounding has been done away with in Parliamentary boroughs, but it remains elsewhere, and in some parishes, usually owing to the operation of local Acts, but occasionally by virtue of what is known as Sturges Bourne's Act, it prevails to such an extent as to be applied to tenements of £12 rateable value, which would, under the new Act, confer the county franchise on the occupiers, provided they were sufficiently rated. By the 30th section of the Registration Act of the present session, which passed on the 16th of July, the case of such occupiers is to a certain extent provided for by the adaptation to counties of the 30th section of the Reform Act of 1832, enabling persons not rated to claim to be put on the rate. Inasmuch, however, as such a claim can only be made effectually for the "rate for the time being," it was when that Act passed in most cases too late for such occupiers to claim to be rated, at all events for the first rate made

during the qualifying year, because it was no longer the rate for the time being. There was, therefore, no means provided for such persons getting on the register, and it is curious that although the difficulty arose in very many parts of the country, no case has come on for argument in which the point has been raised. The only case which came before the Court in which the question was raised was, as we have said, decided by *Jones v. Bubb*, in consequence of the rate, to which the landlord of the claimant only had been rated, having been signed by the overseers before the 31st of July.

The Court next took several cases in which questions were raised upon the 7th and 8th sections of the Act of 1867, as to the date at which the various compounding systems were to be considered abolished. The Act in effect says that after the passing of it (*i.e.*, after the 15th of August, 1867) no owner should be rated instead of the occupier, but provided that all compositions existing at the time of the passing should remain in force until the 29th of September. The question, of course, arose upon this as to what was meant by the word "composition" so used. The Court had little difficulty in arriving at the conclusion that it included the case of an agreement whereby the owner agreed to pay a reduced rate upon all his houses, whether they were occupied or not, and which agreement but for the Act in question would have remained in force for a year from its making. In giving judgment in this, the Court seemed to think this would be the only case included. Afterwards, however, they heard two cases argued in which the owner had been rated compulsorily, by virtue of the Small Tenements Act, in rates made between the 15th of August and the 29th of September. They then held that the word "composition" must be taken to include all cases where, by virtue of any existing arrangement, less than the full amount of rate was paid. They were guided in coming to this conclusion in a great measure by discovering that under various local Acts the owner was rated instead of the occupier to the full amount of rate, so that the meaning they gave to the exception did not make it, as it at first appeared to do, co-extensive with the enactment. This discovery no doubt gave a certain plausibility to the decision, and enabled the Court to lay down the law in a manner which would have been eminently satisfactory if only it could have been known and understood before the time for acting upon the law had passed away.

As these cases cannot occur in another year, the decisions are not of any very great importance; but it is worth while remarking how very wide of the mark the designed and intelligent provision for all possible cases thus ingeniously and upon legal principles of construction, as we are bound to add, properly attributed to the Legislature, was from the reality of the case, as shown by our recollections of the session of 1867. When all parties were utterly tired of the compound householder, and members were hopelessly endeavouring to ascertain whether or not this person or that would be "fined," as the phrase was, by the clauses of the bill or by this or that proposed amendment, Mr. Grosvenor Hodgkinson cut the Gordian knot with his amendment, "that after the passing of the Act no owner in Parliamentary boroughs should be rated instead of the occupier." The relief experienced by everyone at this solution of the difficulty was far too great to permit of the words agreed upon being altered, so that the Parliamentary draughtsmen, who had to provide machinery by which this great change might be effected as easily as possible, could only do so by adding to the enactment proviso after proviso, until they had in effect done what they and their principals were afraid to propose to do in terms, *viz.*, propose a future date, instead of the passing of the Act, for the abolition of the irrepressible compound householder, as he began to be called. It certainly requires a very considerable stretch of the imagination to suppose that our rulers recollected at this time that under certain local Acts owners were rated instead of occupiers at the full amount of the rate, and that they deliberately framed their Act in order

to abolish the practice of rating owners immediately, when done under these local Acts and at a future period, when done under the general Acts at less than the full amount. However, it is perhaps fortunate, under all the circumstances, that the Court have been able to arrive at an interpretation of the Act which will do so little harm.

This case was followed by one which would not be worth notice but for the frequency with which such points are raised in revision courts. The Registration Act provides a statutory method of proving service of a notice of objection, by the production of a duplicate stamped by the postmaster of the office where the counterpart is posted. It is the duty of the postmaster to examine the duplicate with the notice to see if they correspond, and of course the production of a duplicate duly stamped is sufficient proof of correspondence. If, however, it can be shown that the notice left with the postmaster to be forwarded did not, in fact, correspond with that kept by the objector, of course the statutory proof of service fails. The difficulty, however, is to show this want of correspondence without at the same time proving actual service by receipt of the notice. It constantly happens that the voter himself or his agent produces the notice actually received, and so proves the case against himself, and yet asks the revising barrister to hold that there is no proof of service, because the notice so produced does not correspond with the duplicate. The revising barrister in East Kent was weak enough to yield to this reasoning; but the Court had no difficulty in coming to the contrary conclusion either upon this point, or upon the further point which he had referred to them, as to the sufficiency of the address given by the objector.

The Court then, after a very brief argument, reversed two decisions of a revising barrister who, in his anxiety not to allow the right to the franchise to be lost by a mistake of overseers, had, by what was clearly an impossible interpretation of the 75th section of the Registration Act, 1843, held certain occupiers to have been constructively rated.

Then followed another instance of an improperly consolidated appeal, which the Court declined to hear, and after that a case (*Ainsworth v. Crete*) in which the point mainly argued was, whether the assessment made by the overseers, and the entry of it in their book, was not part of the "making" of the rate, as well as the signing and allowance, which had been held in *Jones v. Bubb* to be included in the term making. The Court declined thus to extend their former decision, and the result being that a particular rate allowed on the 16th of August, 1867, became one of the rates made in the qualifying year; the appellant, whose name had not been inserted at first in the rate, had to make out, if possible, that he had claimed to be on it. The way he sought to do so was by contending that his claim to vote made before the revising barrister was a ratification of the act of his landlord, who had some time before caused the overseer to put the tenant's name on the rate. The Court held that the usual rule applied that a ratification can only take place at a time when the act itself could have been done, and that at the holding of the revising barrister's court was too late to make the claim. Unfortunately the Court did not give the simple and sufficient reason for its being then too late, that other rates had been made so that the rate of the 16th of August was no longer the rate for the time being, but unnecessarily based their decision upon the fact that the claim so made was, after the expiration of the year of qualification; thus deciding, without its having been argued, a question on which there were two decisions to the contrary in Ireland, and which was to come before them in the course of the same day. The next case was a very clear one, upon the construction of one of the temporary provisions of the late Boundary Act, and of no permanent interest. After this came what also was a very clear case when the facts were understood, the voter never having been rated at all, and the only notice we need give it is to remark that the date of the rate in



question was really the 5th of October, and not the 5th of September. If it had been the latter, as reported in the *Times*, the views expressed by the Court would of course have been in direct contradiction of their previous decisions.

After this came the case which raised the question whether the claim to be rated under the 30th section of the Act of 1832, can be made after the year of qualification has expired. There can be no doubt that the question which the barrister has to decide is whether the voter was qualified on the 31st of July, but the argument that a subsequent claim will have the same effect is founded upon the words of the section, which says that a person so claiming is to "be deemed to have been rated." It is argued, therefore, that when the claim is made the claimant is to be in the same position as if he had been on the rate at first. It appeared that it had been decided in two cases in Ireland that a claim could have relation back in the manner contended for. There can be no doubt that these cases are really in point, as the Irish statutes are so nearly identical that any distinction which may be drawn can be only fanciful. It is to be hoped, therefore, that the Court in their judgment, which has been reserved, will not endeavour to distinguish the cases, but if they disagree with them, say so distinctly. Of course the Irish cases are not decisions binding on the Court, and it is only as the opinions of learned men that they are considered at all in our courts. Looked upon in this light, Irish cases, such as the present, decided upon the construction of a statute do not carry nearly so much weight, as cases involving points of general, and especially of old law. In the latter class of cases we think our courts and barristers practising in them would do well to consult the Irish authorities far more than they do. Owing, probably, to the smaller pressure of business, the judgments of the Irish judges on such points are usually more elaborate and instructive. In the present case, however, we own that we think the balance, so far as questions of convenience are concerned, preponderates largely, and so far as regards arguments more immediately drawn from the words of the Acts, considerably against the view taken in Ireland. This case concluded those which depended on rating questions, with the exception of one or two which were understood to be governed by previous decisions, but which, in consequence of no one appearing for the respondents, and the appellants not being able to prove the requisite ten days' notice, could not be heard. The Court taking into consideration the early day at which these cases were appointed to be heard this term, have, instead of striking out these cases from the paper, allowed them to remain, and agreed to appoint a day for hearing registration appeals next term, so as to allow the appellants to give a fresh notice.

The Court then took the cases which had been classified as relating to "lodgers," and disposed of four of that class. They proved, however, not really to dispose of any of the doubtful questions with regard to the lodger franchise. The first case related to the household franchise and not to the lodger, and the decision of it established nothing, as the facts stated in the case proved not to raise the question which it had been desired to have decided by the Court. The second case only decided that a lodger was not the less a lodger because *ex abundanti cautela*, he had unnecessarily claimed to be rated. The third case was intended to raise the questions as to the power of the barrister to deal with imperfect lodger claims, but it turned out that various cases not identical in their facts had been improperly consolidated, and therefore the Court could not hear the appeal. The fourth case was that of the under tenants in the Temple. This was very summarily decided against the voter, a decision we believe to be correct, but still a most unsatisfactory one, as the strong points which might fairly have been made were not brought before the Court in the argument nor dealt with in the judgment.

No prior day has been named for continuing the hear-

ing of these cases, of which we believe about a dozen remain, and therefore we presume they will stand until next term.

## LIBERTY OF THE PRESS IN FRANCE.

### No. II.

The Revolution of February could not be expected to be hard upon the press, which had been so powerfully instrumental in producing it. The old laws were abolished, and a special decree was made prohibiting any action for damages being brought before the civil tribunals, by functionaries, for libel by any publication, such proceedings having been frequently taken during the reign of Louis Philippe to prevent the defendant from justifying the libel, which he was authorised by the law to do when criminal proceedings were taken against him. Provisionally, and till new laws should be made, the old were to remain in vigour. Before, however, these new laws could be brought forth, troublesome times occurred which caused the press to be looked upon with less favourable eyes than by the provisional government, and the Legislative Assembly, mindful of the days of June and the socialistic theories of certain papers, considered themselves clement when they built up the system of the law of the 17th July, 1849, in which the laws of September, somewhat strengthened, were the main ingredient. In the course of 1850 the Legislative Assembly completed the series of measures intended to bridle the press, by a law compelling all writers of articles containing political, philosophical, or religious disquisitions, to put their signatures to them, a measure intended to destroy the influence of the papers, by depriving them of that individuality which the anonymous character of their writers preserved for them, the voice of these, unknown to the general public, being as it were the voice of the paper. It appears to have missed its aim, however, inasmuch as it has increased the importance of the journalists, without diminishing that of the journals. Such were the measures hatched by the National Assembly to secure for themselves that limited safety which M. Odillon Barrot, the minister, pointed out as the extreme benefit to be secured by such laws, which, as he plaintively observed, if they do not preserve governments "at all events allow them to live a certain time."

The Government, however, this time was to perish neither by the press nor by the people. While the attention of the Legislature was engrossed by watching the movements in these inferior regions, clouds were gathering on Olympus, and Jupiter was brewing a storm which was shortly to sweep them away.

The 2nd day of December, 1852, Louis Napoleon executed his *Coup d'état* under circumstances too well known to require recital or comment, and published the proclamation, in which he re-established universal suffrage and announced the appeal he was going to make to the people; and, shortly, a series of enactments went forth which showed what the liberty of the press had to expect from a French Government born of a military revolution. But before we go into the particulars of these laws we will, the better to appreciate the difference between the two systems, glance over the distinguishing characteristics of that which had governed since the expulsion of the Bourbons. They may be reduced to two: no dependence on the government for authority or consent to the publication by the press of any writing, whether periodical or not; no jurisdiction over the offences of the press, except in the jury. Both, ever since the Revolution of '89, had been considered as *sine qua non* conditions of the liberty of the press. It was obvious that where the subject was obliged to obtain the consent of Government before he could publish any productions, he would have the freedom of publishing just what was agreeable to the Government, and nothing more. And it was generally believed that judges, at least such as exist in France, who make of judicature a regular profession,



rising from the inferior ranks by a series of numerous degrees to the higher, according as they may obtain the favour of the Government, would not furnish for the press as fair and competent a jurisdiction as that *par pairs*. Their impartiality may be questioned where the interests and passions of those upon whom they depend for preferment are concerned; and, supposing their integrity to be unimpeachable, they are too completely Government officials not to have one-sided views on political matters, and to be proper representatives of public opinion. Such were the views set forth ever since '89 by the defenders of the press in France: we will presently see how far they prevail now-a-days. But both Louis Philippe and the Revolution of February had been in the main, faithful to them. Certain offences had been, it is true, withdrawn from the jury to be given to a special jurisdiction, but only in cases which might be classed under the head of treason; and a deposit of a sum as caution money, to answer for the pecuniary penalties and damages which might be given against them, was required from all founders of newspapers. But as soon as they could procure that amount, and the capital requisite for their undertaking, nothing was to prevent the persons most obnoxious to the Government from publishing a paper. The *Coup d'état* of December, '52, came opportunely to show the nothingness of such principles, and give them a complete contradiction. Before the first month of the new régime had expired a decree went forth, the single object of which was to withdraw the cognisance of the offences of the press from the jury, and to give it over to the Tribunals of Correctional Police, courts composed of between three and five judges of the Tribunal of First Instance, who sit (without a jury) for the judgments of minor offences and misdemeanours. The constitution of the 14th of January, 1852, though expressly referring to and guaranteeing "the principles of '89," significantly omitted the liberty of the press from the lists of rights declared to be unassailable, and put them under the protection of the senate, a protection, by the bye, of which the senate of the first empire had sufficiently exemplified the value. And the "organic decree" on the press, of the 17th February, 1852, reviving a requirement established for the first time under the unfavourable auspices of the consulate, and which had disappeared from the statute book ever since 1828, prohibited the foundation of any political newspaper without the consent of the Government, and rendered that consent likewise necessary on every change of the proprietors, managers, and editors of the paper. That rule, until the very recent abrogation of the decree, was rigidly enforced in such a manner as to effectually carry out its object, which was to shut the mouths of all such as were not friends of the Government. Several persons of the most unexceptionable character who did not happen to be quite as enthusiastic about the system as the gods desired, M. Emile Olivier, the *deputé*, for example, received a flat refusal on their application for the necessary authorization. Thus was the birth of any political paper made dependent on the good will of the Government. The good will of the Government was likewise the fragile thread upon which hung its existence. The Government had, at pleasure, the means of bringing to an end an existence rendered already sufficiently precarious by the law under which it was destined to vegetate. One condemnation for a crime (under the law of the press), two for misdemeanours or violation of the observances to which the papers are bound under a penalty (*contraventions*), killed the paper outright. After one condemnation for a misdemeanour or *contravention* against the *éditeur responsable*, the Government was entitled, within the two months next after that condemnation, to order either the suspension or the suppression of the paper. It might likewise be suspended by decision of the competent minister, without having suffered any condemnation, after two warnings given within the space of two months. A paper might be suppressed either after one judicial or admini-

nistrative suspension, or as a measure of general safety, but then by special decree of the President of the Republic, published in the *Bulletin des lois*. Such were the enactments of the Article 32 of the decree, the tender mercies shown to those periodical firebrands, the political papera. The other productions of the press were not provided for in the decree, but the seizure, at the publishers', of the sheets of the work of the Duke d'Aumale, "The History of the Princes of Condé," a seizure not justified by an law or the process of any judicial authority, sufficiently proved the amount of security that might be reckoned upon for them. But of course the daily political papers were the principal game. Warnings were showered upon them with a paternal beneficence truly refreshing. "Spare the rod, spoil the child," was the word. In the provinces, especially, the underling zeal of the *préfets* gushed forth in torrents of monitions against the naughty children of the press, who were so undutiful as to question the propriety of any measure of their good political papa. A criticism, even in the most trifling matters, such as the instructions given to the agents of the police, or even a species of manure recommended by a prefect, were construed into efforts to bring the Government into contempt. One provincial paper indeed, *The Phare de la Loire*, received an *avis*, for having, when giving an account of the opening of the session of the Chamber of Deputies, added to a statement that the speech of the Emperor had been responded to by the cry of "Long live the Emperor, etc.," the words "according to the report of the *Agence Havas*;" those expressions seeming to imply, said the Prefect of the Loire, "a doubt which was highly improper in the face of the enthusiasm of the great powers of the State." Such was the state of things under the decree of 1852, and the main features of which, though somewhat softened, endured till the publication of the new law on the press. And nothing seemed to promise a change, the ministers declaring on every occasion that the freedom of the press was as entire as it should be, and as it was possible to make it, when the imperial letter of the 19th January, 1867, went forth with promises of liberty to the nation, and in the following session the very same minister, who had hitherto so strenuously discouraged all hopes in that direction, proposed and carried through a law, which bears the date of the 11th of May, 1868, and of which the first article seemed to realise to the full the anticipations of the most sanguine. It granted "to every Frenchman of full age not deprived of his political rights the freedom to publish, without authorization, any paper or periodical, whether appearing regularly or not." The sequel of the law, however, was to cool the enthusiasm. After a series of enactments, into the particulars of which it is not necessary to enter, regulating the declarations to be given to the administration, the forms to be observed, amount of caution money and stamp, the law came to an end in a manner of which may well be said, *in cauda venenum*. The first desideratum of a free press was granted, the liberty to publish without the consent of Government; but the second, the judgment by jury, was denied, and the prosecutions of the press consigned to the judges of the Correctional Police. The right of giving warnings and inflicting *suspensions* and suppressions was, it is true, withdrawn from the administration; but it was feared, by many, that the press would not gain much by that, by reason of the supposed bias of the judges in favour of the Government, and the vagueness and elasticity of the definitions of the offences provided for. There is "discussing the constitution;" there is "exciting to the hatred and contempt of the Government." It is true the representatives of the Government are always profuse in their professions, as to the freedom of the press to discuss the laws and to blame the acts of the Government, "even with severity, even with injustice." But when, on the other hand, we remember the words of M. Rouher (on the *Senatus Consultum* of the 14th July), "that every discussion of a law is an attack at bottom," it is natural to have misgivings as to the freedom of discussion of

the acts of Government and the laws brought in by them, the laws of the press making it an offence "to provoke to the disobedience of the laws" and attack "the obedience due to the laws." The apprehension was the greater that ever since 1859 it has been in the power of the Government to select the judges who shall sit in the various chambers of the tribunal, and it has always been the privilege of the public prosecutor to choose the chamber before which the traverser shall be cited. There is therefore nothing to prevent the Government from bringing any obnoxious writer before the judges whose known views and feelings may the best secure his condemnation. The fears of the Opposition on the subject were significantly expressed by M. Berryer, who, taking one after another the successive presidents of the Sixth Chamber of Correctional Police (that where the prosecutions against the press are generally carried on), showed how year after year they had received promotion, adding, "We await the fate of the present president" (M. Delesvaux has been called up to sit on many press trials). What the operation of the system will be, time will show, but in a work published in the course of last summer, M. Laferrière, the author of a book on this subject, states as follows the result of his investigations as to the prosecutions carried on against the press, before the tribunals of Correctional Police since 1852,—"It reveals to us," he says, "that all the prosecutions that have been directed against the press, save in a very limited number of cases, have ended in condemnations."

## RECENT DECISIONS.

### EQUITY.

#### WINDING-UP ORDER WHEN MADE UPON NONPAYMENT OF A DISPUTED DEBT.

*Re Imperial Sileer Quarries Company, V.C.M., 16 W. R. 1220.*

The present case illustrates the principles upon which the Court proceeds when petitioned to wind up a company upon the allegation of a debt which is disputed by the company. The reader will remember that under sections 78 and 80 of the Companies Act, 1862, a company may be wound up by the Court whenever it is unable to pay its debts; the latter section providing that a company shall be deemed unable to pay its debts whenever a creditor for a sum exceeding £50 then due has served a demand upon the company, and the company for the space of three weeks after service has neglected to pay or provide for it. As Sir George Turner, L.J., remarked in *Re Catholic Publishing Company*, 12 W. R. 539, 2 De G. & J. 116, the object of the provision was to enable a creditor to enforce an undisputed debt against an insolvent company, not to enable him to force on a settlement of disputed accounts with a company who are able to pay. Were it otherwise, the operation of these sections might be mischievous. It is obvious that, unless due precautions are taken, a creditor may avail himself of these sections as an easy and inexpensive machinery for compelling the indebted company to pay his demand, without establishing his debt at law, by the threat of presenting a petition, the mere advertising of which must have a prejudicial effect upon the credit of the company. The reported cases on this point show that these precautions have been taken. An attempt of this kind to coerce a company was made in *Re Brighton Club and Norfolk Hotel Company*, 13 W. R. 733, 35 Beav. 205. That company's builder had a dispute with the architect about the quality of the work done, in consequence of which the architect declined to certify further for payment of instalments on the contract price. The builder served a demand, and in due time petitioned the Court. The amount due was disputed; that more than £50 were due was admitted. The petition was dismissed, on the ground that these provisions of the statute do not apply where there is a *bonâ fide* dispute as to the amount

due—a dispute that is distinguishable from a mere frivolous denial of indebtedness in order to gain time, which would meet with no favour in the eyes of the Court. Where the amount due is *bonâ fide* contested, the Court ought possibly to take the accounts, but certainly not make the winding-up order. Another instance of precaution is afforded by *Re London Wharfing and Warehousing Company*, 35 Beav. 37, where it was held that the mere neglect to pay within twenty-one days after the demand did not justify the order, in the absence of evidence of general inability to pay debts. It may be added that it must be shown that inability to pay the debt existed at the time when the petition was presented. Subsequent inability will not do: *Re Catholic Publishing Company (ubi sup.)*.

Where the debt is disputed on substantial grounds, and a petition is presented, the Court, it seems, will order it to stand over to abide the issue of the dispute: *Re Peruvian Railways Company*, 15 W. R. 708; or under certain circumstances decide the dispute itself, and make the order, or dismiss the petition accordingly. In the case of the *Imperial Sileer Quarries Company* the debt was admitted, and the defence or dispute was not raised until after the presentation of the petition. Being of opinion that the defence was unsubstantial, and looking at the financial position of the company, his Honour made the order, but directed it not to be drawn up for a limited period, in order to give an opportunity of payment. The conclusions we draw from these cases, and which we venture to submit to the reader, are these:—The Court, in exercise of its discretion, will only make an order under the clause above-mentioned where the debt is undisputed or no substantial dispute is raised. Where the debt is *bonâ fide* disputed, it will either put the creditor to establish his debt at law, or decide the question itself. In any case, in coming to a conclusion it will be guided by considerations of the financial position of the company, and will in no case allow the clause to operate as an instrument of coercion on a solvent company.

#### OF THE EQUITY OF A BILL-HOLDER AGAINST THE GIVER OF A GUARANTEE TO THE ACCEPTOR.

*Re Barned's Banking Company; Ex parte Stephens, L.J., 16 W. R. 1162.*

Where a bill of exchange is accepted upon the faith of the guarantee of a third party that it will be paid at its maturity, the mere fact of the existence of the guarantee does not entitle a holder of the bill to rank as a creditor of the guarantor in respect of his guarantee. This appears to be the principle recently laid down by the Lord Justices in *Ex parte Stephens* upon a state of facts which we need not recount, as they are fully set forth in our report of the case. It will be observed that the holder of the bill in the case before us had discounted it on the faith of the guarantee. There was nothing to show that he had ever had any communication on the subject either with the drawers or the guarantors, but he was informed at the time of discounting the bills that the payment of them was guaranteed by Barned's Banking Company, and he would not otherwise have discounted them. It was accordingly argued on behalf of the appellant, who was the bill-holder, that notice of the guarantee and the bill being discounted on the faith of it, operated as if the benefit of the guarantee were assigned to him, so that he would be entitled to stand in the acceptor's place as a creditor of the company who had agreed to hold the acceptor harmless. But the Lord Justices thought the case distinguishable from *Inman v. Clare*, Joh. 769, which was relied on by the appellant. In that case the Lord Justice Wood, when a Vice-Chancellor, held that the drawer of a bill of exchange may transfer to the party who discounts the bill the right to have the proceeds of securities deposited by him with the acceptor to secure the bill, applied in retiring the bill, before being applied

n discharge of what may be due by the drawer to the acceptor on the general account between them, and may maintain a suit to enforce that right. That case was decided upon the general principles laid down by Lord Eldon in *Ex parte Waring*, 19 Ves. 435, and is distinguishable from the present case in this, that in the present case the bill-holder stood alone, and had no assignment of the benefit of the guarantee from the acceptors, the only parties who were entitled to it. Had the benefit of the guarantee been transferred to the bill-holder, with notice to the acceptors and the guarantors, the bill holder might have established a *jus tertii*, which, under existing circumstances he was unable to do, and thus have altered the position *inter se* of the acceptors and guarantors. The recent case of *The Agra and Masterman's Bank*, 15 W. R. 419, L. R. 2 Ch. 391, presents yet another point of difference. There the guarantors gave an open letter of credit to be shown to the person who should negotiate the bills, and in part addressed to such person, thus constituting an invitation to all the world to negotiate the bills on the faith of the guarantee, which, in the opinion of the Court of Appeal, rendered the guarantors liable to the holder of the bills, as well as the drawer. The practice of giving these guarantees on bills of exchange is now so common that it is of extreme importance that the equities arising out of them in the course of negotiation as between drawers and bill-holders, should be ascertained. We think that the present case, with *Re Agra and Masterman's Bank* and *Inman v. Clare*, has made it tolerably clear what these equities are, and that the existence of the guarantee must be either publicly notified, or if not so, the benefit of it must be formally transferred by the drawer to the party negotiating the bill, with full notice to the guarantor, in order to entitle the bill-holder to avail himself of it in equity.

#### COMMON LAW.

##### JURISDICTION OF COUNTY COURTS—EJECTMENT—MEASURE OF VALUE.

*Eaton v. Rose*, Q.B., 17 W. R. 52.

The 11th section of the County Court Act of 1867, which gives jurisdiction to county courts in cases of ejectment where "neither the value of the lands, tenements, or hereditaments, nor the rent payable in respect thereof shall exceed £20," has now received two judicial interpretations which will be sufficient to guide county court judges in determining the question whether they have jurisdiction in any case brought before them. The first of the cases, *Brown v. Cocking*, 16 W. R. 933, we noticed at the time (12 S. J. 926), and we then made some suggestions as to the probable course the superior courts would take in reviewing the decision of a county court judge on a question of fact on which his jurisdiction rested. The conclusion at which we arrived, that the Court would not consider themselves conclusively bound by such a finding, but would treat it as if it were a finding by a jury, with which they would not interfere unless a very strong case could be shown, has been entirely confirmed, and may now be taken as settled by the *dicta* of the judges of the Queen's Bench in the latter case of *Eaton v. Rose*.

That case was an action of ejectment to recover possession of some leaseholds which were held on a long lease at a ground rental of £9 10s. per annum. The judge found, on the conflicting evidence before him, that the letting value of the premises would exceed £20 per annum, but he held that, as the person entitled would have to pay a ground-rent of £9 10s. to the ground landlord, and that, as a fact, if that sum were deducted from the annual rental, the result would give a yearly value less than £20, and, therefore, that he had jurisdiction. In other words, he estimated the value to the lessee, which would, of course, be fairly arrived at by taking the probable annual letting value and deducting ground-rent. The Court held that this view was erroneous in point of law, and laid down the rule that the value intended by

the statute was the value of the subject matter in dispute, which is something fixed and capable of being ascertained by the simple test of what it would fetch in the market, while on the other hand the value of the interest of the litigant parties might differ between themselves, and might be affected by consideration quite apart from the absolute value of the matter in dispute. In order then to see in a plaint in ejectment whether the county court has jurisdiction it must be ascertained that the marketable value of the subject in dispute does not exceed £20, and also that the rent payable between the parties does not exceed £20. The rent would in general form a good measure of the value, but would not be conclusive. These are questions of fact which the county court judge must determine. The superior courts will of course interfere where his conclusions are founded on an erroneous judgment on his part in point of law, but will require a strong case to be made out before they set aside a conclusion on a question of fact.

#### HAMPTON COURT PALACE—PREROGATIVE.

*Attorney-General v. Dakin and Others*, Ex. Ch., 16 W. R. 1056.

A writ of *fi. fa.* having been executed on the goods of a person resident in Hampton Court Palace, a question arose whether it was not a violation of the prerogative of the Crown to execute process there. The general rule as to the royal prerogative is clear, viz., the royal dwelling is privileged from the execution of process. This extends to all persons residing in any of the royal residences. There was no dispute on this point, but the argument turned rather upon a matter of fact whether Hampton Court is a royal residence now, although no Sovereign has resided in it since 10 Geo. 2. In the Court below Martin and Bramwell, BB., held that as a matter of fact the Queen could not be said to reside there, and, therefore, that the palace was not privileged. Kelly, C.B., thought that it was privileged. From this decision error was brought, and the Court of Exchequer Chamber were equally divided in their opinions, and the judgment below was, therefore, affirmed. It must always be a subject of regret, that an appeal from an inferior to a superior court should result in an equal decision of the members of the Superior Court upon the question before them. The expense of the appeal is thus lost, and the matter stands as it did before the appeal. We are glad, however, that the opinion of Martin and Bramwell, BB., is to prevail rather than that of the learned judges, who differed from them, and whose view of the law would, if it had prevailed, in the words of Bramwell, B., have given a "privilege to the bricks and stones of Hampton Court Palace to protect a debtor from the lawful process of his creditor."

#### NEGLIGENCE—BREACH OF DUTY.

*Collis v. Selden*, C.P., 16 W. R. 1170.

This case illustrates very well the rule that there can be no negligence, in the legal sense of the word, towards any person or persons, unless there is a duty to be observed towards him or them, and a breach of that duty. In other words, no act is negligent absolutely, but only relatively. An act negligent as to one person may be not negligent at all towards another. In order to ascertain whether or not there has been legal negligence, we must first ascertain what duty, if any, there was to be observed towards the person injured by the alleged negligence, and secondly, if there was a breach of that duty.

In *Collis v. Selden* the declaration alleged that the defendant negligently hung a chandelier in a public house, knowing that the plaintiff was likely to be in the public house and under the chandelier, and that in consequence of such negligence the chandelier fell upon and injured the plaintiff whilst he was lawfully in the public house.

It was held, on demurrer, that the declaration disclosed no cause of action, as it did not show that there



was any duty, as between the plaintiff and the defendant, to put up the chandelier in a careful manner. It was not shown that the negligent hanging of the chandelier caused a public nuisance, and so the case could not come within *Barnes v. Ward* (9 C. P. 392). No fraud was alleged, so that *Langridge v. Levy* (2 M. & W. 519, 4 M. & W. 337) did not apply. The case, therefore, fell within *Winterbotham v. Wright* (10 M. & W. 109), and judgment was given for the defendant. Of course, if the declaration had alleged that the defendant invited the plaintiff to enter the public house, knowing the state of the chandelier, or if any privity had been otherwise shown between the plaintiff and the defendant, the decision might have been different, as then a duty would have been stated, and a breach of that duty which are the two first requisites for an action of negligence. As it was no such duty was shown, and, therefore, no action lay.

#### LAWYERS RETURNED TO THE NEW PARLIAMENT.

##### BARRISTERS.

Berkshire	J. Walter.
Berwick-on-Tweed	J. Stapleton.
Bodmin	Hon. F. L. Gower.
Boston	T. Collins.
Bridgewater	A. W. Kinglake.
Bury St. Edmunds	Joseph A. Hardcastle.
Cambridge	W. Fowler.
" University	Right Hon. S. H. Walpole, Q.C.
Carnarvon	W. B. Hughes.
Chatham	A. J. Otway.
Chelsea	C. W. Dilke.
Cheshire, E.	E. C. Egerton.
Chester	H. C. Raikes.
Christchurch	E. H. Burke.
Cornwall, E.	Sir J. S. Trelawny.
Coventry	*A. S. Hill, Q.C.
Cricklade	Hon. F. Codogan.
Denbigh	*Watkin Williams.
Devon, N.	Sir S. Northcote.
Devonport	*M. Chambers, Q.C.
Dewsbury	*Serjeant Simon.
Dover	*G. Jessel, Q.C.
Dudley	H. B. Sheridan.
Durham city	*J. R. Davison, Q.C.
Exeter	*J. D. Coleridge, Q.C.
Finsbury	*J. McCullagh Torrens.
Frome	*Thomas Hughes.
Gloucester	C. J. Monk.
Halifax	J. Stansfeld.
Hants, North	G. Selater-Booth.
Hereford	G. Clive.
Herefordshire	Sir H. G. D. Croft.
Horsham	*R. H. Hurst.
Ipswich	H. E. Adair.
"	*Henry W. West, Q.C.
Kent, E.	E. L. Pemberton.
King's Lynn	Hon. R. Bourke.
Launceston	*Henry C. Lopes.
Leeds	*W. St. J. Wheelhouse.
Lincoln	*J. H. Palmer, Q.C.
Liskead	Sir A. W. Buller.
London University	Right Hon. R. Lowe.
Marylebone	*Thomas Chambers, Q.C.
"	J. H. Lewis (Irish Bar).
Montgomery	Hon. C. D. R. H. Tracy.
Montgomeryshire	C. W. W. Wynn.
Morpeth	Sir G. Grey.
Newcastle-on-Tyne	Right Hon. T. E. Headlam, Q.C.
Norfolk, S.	E. Howes.
Northampton, North	Right Hon. G. W. Hunt.
Oldham	John T. Hibbert.
Oxford	Right Hon. E. Cardwell.
"	*W. V. Harcourt, Q.C.
" University	Right Hon. G. Hardy.
"	Right Hon. J. R. Mowbray.
Peterborough	G. H. Whalley.
Petersfield	W. Nicholson.
Plymouth	*Sir R. P. Collier, Q.C.
Reading	Sir F. H. Goldsmid, Bart., Q.C.
"	Shaw-Lefevre.
Richmond	*Sir R. Palmer, Q.C.
Rochester	*Serjeant Kinglake.
Salford	*W. T. Charley.
Sandwich	T. Brassey, jun.
Scarborough	J. D. Dent.
Shoreham	Right Hon. S. Cave.

Southampton	Right Hon. R. Gurney, Q.C.
Southwark	*John Locke, Q.C.
Stroud	*H. S. P. Winterbotham.
"	S. S. Dickinson.
Surrey, Mid	Hon. W. Brodrick.
Sussex, East	J. G. Dodson.
Taunton	*Serjeant Cox.
Tiverton	*Hon. G. Denman, Q.C.
Tower Hamlets	*A. S. Ayrton.
Warwick	A. Peel.
Walsall	C. Forster.
Whitehaven	G. A. F. C. Bentinck.
Wolverhampton	Right Hon. C. P. Villiers.
Worcester city	W. E. Laslett.
Worcestershire, East	R. P. Amphlett, Q.C.
York	J. Lowther.

##### IRELAND.

Clare County	*Sir C. M. O'Loughlin, Bart., Q.C.
Cork City	J. F. Maguire.
Dublin University	*J. T. Ball, Q.C., S.G.
Dungarvan	*H. Matthews, Q.C. (English Bar).
Kildare County	Right Hon. P. O. Cogan.
Kilkenny	Sir J. Gray.
" County	Hon. L. G. F. A. Ellis (Eng. Bar)
King's County	Sir P. O'Brien, Bart.
"	D. Sherlock, Q.C.
Limerick	H. W. Russell.
Limerick County	E. J. Synan.
Londonderry	*R. Dowse, Q.C.
Mallow	*Serjeant Sullivan.
New Ross	*P. McMahon (English Bar).

##### SOLICITORS.

Chippenham	G. Goldney.
Newark	G. Hodgkinson.
Stockton	Joseph Dodds.
Sussex, East	G. B. Gregory.

The practising barristers are distinguished by an asterisk.

#### COURTS.

##### PRIVY COUNCIL.

(Present.—Lord CHELMSFORD, Lord Justice Wood, Lord Justice SELWYN, Sir E. V. WILLIAMS, Sir J. COLVILLE, and Sir L. PEEL.)

*Printed proceedings—Leave to appeal.*

Nov. 26.—Upon an application for leave to appeal Lord CHELMSFORD took occasion to refer to the expense that had been incurred in the application. All the proceedings had been printed, which their Lordships did not require. All that was necessary was a petition, and not the proceedings, to be printed. His Lordship wished it to be understood, and it was a matter to be known to the public, that their Lordships would require a strong case to be made out before they granted leave to appeal, especially in those cases in which the Courts below, in the exercise of their discretion, had refused the applications.

##### COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the fortnight ending Thursday, November 26, 1868.

L. C.		L. J.		M. R.	V. C. S.		V. C. M.		V. C. G.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.
2	0	3	3	24	21	7	10	9	6	17

##### VICE-CHANCELLOR GIFFARD.

Nov. 20.—*Fielden v. The Northern Railway of Buenos Ayres.*  
*Damages for an improper attachment.*

This was an application on behalf of Messrs Strawbridge and Ayres for the purpose of assessing the damages sustained by them by reason of their having been illegally arrested upon an attachment obtained by the plaintiff for want of answer. The bill was filed in 1866 by a Mr. Fielden, on behalf of himself and all other the deferred shareholders in the above-named company, for the purpose of impeaching certain arrangements in the company, and, among others, the appointment of Mr. Ayres as secretary, and the dis-

missal of a Mr. Elborough from that office. An answer was put in, and in February, 1867, the bill was amended and a further answer required. The time for putting in the further answer was enlarged by order until the 15th of May, and on that day a month's further time was granted. On the 30th of May, 1867, which was settling day on the Stock Exchange, of which Mr. Strawbridge was a member, plaintiff, under the impression, as was alleged, that the time for answering had been enlarged for a fortnight only, and consequently had expired on that day, obtained an attachment against the defendants Strawbridge and Ayres, and had them arrested that same afternoon. They were not, however, kept in custody more than an hour or so, and on the following day (May 31) the attachment was discharged by motion on short notice. On the 6th of June, 1867, motion was made on behalf of the plaintiff, before Vice-Chancellor Wood, that the costs incurred in the proceeding of the 31st of May should be costs in the cause; but the motion was refused, as also was an application to set aside the order of the 15th of May, enlarging the time for putting in the answer to the amended bill. Messrs. Strawbridge and Ayres had commenced an action for damages in respect of their false imprisonment, and on motion to stay the action Vice-Chancellor Wood, on the 4th of July, 1867, made an order staying proceedings in the action, and removing them into this court, holding that the matter would be better disposed of in this court, in conjunction with this suit, as the irregularity had occurred here. His Honour, then expressed his opinion that the proceeding had occurred in error rather than in malice.

The case now came before the Court by adjourned summons for the purpose of assessing the amount of compensation payable to Messrs. Strawbridge and Ayres, and disposing of the costs, by the improperly obtained attachment and arrest.

Evidence was adduced for the purpose of showing that the plaintiff had been the mere nominee and agent of the discharged secretary Mr. Elborough, and that Mr. Elborough, who was the real mover in the proceedings, had been engaged, in conjunction with his former solicitor, Mr. Montague Levenson, who had absconded, in a course of persistent hostility against Messrs. Strawbridge and Ayres.

Kay, Q.C., and Murphy (Common Law Bar), for Messrs. Strawbridge and Ayres.

GIFFARD, V.C., observed that the evidence seemed to show that the arrest had been made through a mistake. Mr. Strawbridge had not deposed to any loss of credit or business. The circumstances, no doubt, had been very annoying, but when the facts became known, Mr. Strawbridge's reputation could not suffer.

Druce, Q.C., Edlis, and E. C. Willis, for the plaintiff and his solicitor, Mr. Jones, admitted that there had been gross carelessness, and that, even if regular in point of time, the course taken would have been unusual. After all, there had been merely an error on the part of the plaintiff, and Messrs. Strawbridge and Ayres had clearly sustained no appreciable damage.

GIFFARD, V.C., said he had no doubt that the plaintiff fully believed that the time for answering had expired. But, even so, the course taken on the 30th of May, in attaching these gentlemen without giving them any notice whatever, was most unusual, was not done with the *bona fide* object of getting in their answer, and was most unjustifiable. At the same time, Messrs. Strawbridge and Ayres had not sustained any special damage, and the justice of the case would be met by giving them £25 each by way of compensation, and directing Messrs. Fielden and Jones to pay all the costs of the inquiry and of this motion, and also the costs of the proceedings in the examiner's office. To mark his strong disapprobation of the course there taken these last-mentioned costs would be costs as between solicitor and client.

#### CENTRAL CRIMINAL COURT.

(Before Byles, J.)

Nov. 25.—John Hullett was indicted for forging the acceptance to a bill of exchange for £350, with intent to defraud. In a second count the prisoner was charged with uttering the same bill.

Frederick Augustus Farrar, a solicitor of Clement's-lane, City, convicted at the last sessions of forging a bill of exchange for £800 in the name of Lord Dudley, but not sentenced, was included in the indictment, but the counsel for

the prosecution, desiring now to call him as a witness, said he would offer no evidence against him. Upon that, and by the direction of the Judge, the prisoner Farrar was acquitted of the present charge.

F. H. Lewis for the prosecution; Montagu Williams for the defence.

The jury convicted the prisoner, and

Byles, J., proceeded to pass sentence on both prisoners. Addressing the prisoner Frederick Augustus Farrar, he said he was convicted at the last sessions of forging a bill of exchange in the name of Lord Dudley. He (Byles, J.) had received from him a long statement on that subject, and was by no means prepared to say there were not matters in that statement which might deserve serious consideration; but he must pay respect to the finding of the jury at the last session, that the prisoner had been guilty of forgery. The documents would be returned to him on his application, and he might then forward them to the Secretary of State. In the meantime he had only to pass upon him the sentence of the law, which was that he (Farrar) must be kept in penal servitude for ten years.

The prisoner Hullett was also sentenced to ten years' penal servitude.

#### BAIL COURT.

(In Banco, before BLACKBURN and HAYES, JJ.)

Nov. 24.—Sullivan v. Pearson.

Plaintiff's Attorney's claim against defendant for costs.

In this case the plaintiff, a pauper, had brought an action for personal injuries, and obtained a verdict with £25 damages. A rule *nisi* was obtained for a new trial, on the ground that the verdict was against evidence. That rule was now pending. The plaintiff's attorney had now obtained a rule *nisi*, calling on the defendant and his attorney to show cause why they or one of them should not pay the plaintiff's attorney his costs of action. The plaintiff's attorney stated that the plaintiff had called upon him several times, saying that he was starving, and requesting the attorney to give him a portion of the damages. The attorney had given him several small sums, and afterwards discovered that the plaintiff had obtained from the defendant £10 in full for damages and solicitor's charges. He stated that his bill of costs on behalf of the plaintiff amounted to nearly £100, and he charged that there had been collusion between the defendant and his attorney and the plaintiff.

Hance showed cause against the rule.

Willis in support.

The Court considered that as there was a rule for a new trial still pending it did not follow that there might be a verdict in favour of the plaintiff in a second trial, and, therefore the plaintiff's claim for costs against the defendant had not yet accrued. There was a great difference between an attempt to deprive the attorney of his costs and a wish to obtain an immediate sum by a poor man who was starving. The rule must, therefore, be discharged with costs.

#### COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Nov. 24.—Moore v. Jones.

Costs between attorney and client in county courts.

This was a claim by a lodging-house keeper against Mr. Richard Jones, an attorney of New-inn and Kennington, for £5 14s., for money had and received out of this court, in his capacity of attorney to the plaintiff. The defendant had filed a set-off for work done, and money paid to the amount of £10 10s.

The plaintiff's case was that she employed the defendant to sue a lodger of her's for £5 14s. in this court. He did so, and after two days hearing obtained judgment, with the utmost costs allowed by the rules of the court, including her own personal costs of attendance, the total being £9 4s. 6d. The defendant had taken that sum out of court, and then sent the bill now put in as a set-off to plaintiff, and asking to be paid the balance; her answer to that application was this summons, as she thought the costs allowed by the court ought to pay the defendant for his trouble.

The defendant said Miss Moore's case had given him a

great deal of trouble, and his charges were fair and reasonable. He had done several things for her beyond what related to the case in which he had received the money.

Mr. PITT TAYLOR, on looking over the set-off, said there were numerous items that could not be allowed. He then went over every item, and taxed off everything not provided for by the practice of county courts. The principal items retained were three attendances at court at 15s. each, the court fees paid 19s., and a payment of 10s. to a witness. The set-off was reduced to £4 17s., leaving a balance due to plaintiff of £4 7s. 6d., for which judgment was given with all costs.

The defendant complained that he had done a great deal of work for the money.

Mr. PITT TAYLOR said that might be so, but attorneys, like barristers, must take the rough with the smooth. A barrister sometimes obtained scarcely labourer's wages for the time he was occupied, but he had to set that sort of thing off against occasions when he had very little to do for his money.

## GENERAL CORRESPONDENCE.

### REGISTRATION OF JUDGMENTS.

SIR,—I believe most solicitors will heartily agree with Mr. Tagart and Mr. Beswick that the progress of the Judgment Acts has reduced the registration of judgments to a mere legal fiction, and that it had better be swept away, root and branch, than left as it is now. In point of fact, the Legislature, when the early Acts on the subject were passed, was gradually adding to the effect of registration, but having reached a culminating point, the course of legislation has been directed, in the two latest Acts, in the opposite direction, and if another step is to be made after the Act of 1864, it must be to abolish registration *in toto*, and leave everything to the sheriff, unless indeed the legislation on this subject is to proceed by oscillation. A. B. C.

## APPOINTMENTS.

Mr. WALTER CHARLES METCALFE, of Epping, Essex, has been appointed a Commissioner to administer oaths in Chancery.

Mr. THOMAS BLAND, solicitor, of Nuneaton, Warwickshire has been appointed a Commissioner for taking affidavits in, the Courts of Queen's Bench, Common Pleas, and Exchequer of Pleas at Westminster.

## IRELAND.

### THE LAW STUDENTS' DEBATING SOCIETY.

The inaugural meeting of the 17th session of this society was held on the 23rd, at the King's-inns; the Hon. Judge Harrison in the chair.

Amongst those present were the Right Hon. the Attorney General, Mr. Macdonogh, Q.C.; Mr. Dowse, Q.C., M.P.; Mr. Campion, Q.C.; Mr. Hans Hamilton, Q.C.; Mr. Heron, Q.C.; Sir William R. Wilde, Judge Kelly, Mr. Pilkington, Q.C.; Mr. Rogers, Q.C.; Dr. Peebles, Q.C.; Mr. Adair, Mr. Lane, Mr. Keys, Mr. A. M. Sullivan, T.C.; Mr. Barnes, Mr. Porter, Mr. Teeling, Mr. Short, Mr. Malley, &c.

The minutes of the last meeting having been read and confirmed,

The auditor (Mr. Dockrill), in the course of the inaugural address, deprecated the discussion of merely legal, instead of political and general questions, amongst students of law; spoke of the failure of many great lawyers as legislators and judges; referred to Bentham's suggestion, that there should be formed a judicial class, from which the judicial tribunals might be supplied, and the criticism of Macaulay upon the failure, as law makers, on one side of Westminster Hall, of men who at the same time shone, as expounders of the law, upon the other; and strongly advocated general education for those who designed to make the Bar their profession.

Mr. Macdonogh, Q.C., in moving a vote of thanks to the auditor, repudiated the insinuation that the Bar were unfit for the glorious task of legislation.

Mr. Heron, Q.C., in seconding the resolution, also expressed his dissent from the opinion that good lawyers were bad

legislators, and mentioned the names of Demosthenes, Cicero, Burke, Plunket, Brougham, O'Connell, Lyndhurst, White-side, and Cairns, in support of his view.

The resolution was put and carried.

Mr. Dowse, Q.C., M.P., in moving another resolution, remarked that the auditor had only said that lawyers had very often failed as legislators, and pointed out what lawyers should be in order that they might not be failures as legislators. They should take care that lawyers should cease to be failures, by taking to heart the kindly-disposed lessons of the auditor, and by engaging themselves in the House of Commons so as to be a benefit to their country, instead of attending primarily to their own benefit. He agreed with the auditor's remarks upon the value of general—he was inclined to say, of universal—education to a lawyer. Nor should the students confine their discussions to mere law points. It would be hard for a man to become poetic over the Statute of Frauds. It would not, in his opinion, be at all amiss that they should occasionally debate the question, whether it was right to abolish the House of Lords, or whether Charles I. ought to have lost his head. For his part, he had not yet arrived at the pitch of progress which would enable him to do without a House of Lords. It did good to debate history, politics, and all matters, except such polemical discussions as might lead to bitterness, before a mixed audience. At the same time the Law Students' Debating Society would be nothing the worse occasionally of a little law, but, though fully agreeing that lawyers were often bad legislators, he believed that they were not less successful than members of other professions. He was not aware, for instance, that there had been very many successful doctors who were also successful legislators, nor was he aware that there were many successful civil engineers or sea captains who could be placed in that category. But there were so many lawyers in Parliament that the failures in their case became conspicuous. In the last Parliament there were no fewer than 101 barristers, of whom, according to the law of averages, there must be some eighty or ninety failures. Some of the failures of lawyers in Parliament were also to be attributed to the fact that they did not remain there sufficiently long, or bestow sufficient care on their legislative exertions; for who could become a good legislator with the prospect of a judge's wig, for instance, at the end of two months? He would not have the slightest objection to such a thing himself; but he thought it would be better for his profession and for the country if the avenue to promotion were longer than it is.

## OBITUARY.

### SIR JOHN D. HARDING, Q.C.

We regret to have to announce the death of Sir John Downey Harding, Q.C., D.C.L., late her Majesty's Advocate-General, who expired on the 23rd November, at the age of fifty-nine years. Sir John was the eldest son of the Rev. John Harding, rector of Coyty, Glamorganshire. He was born at Rockfield, Monmouthshire, in 1809, and received his early education at the Charterhouse. He was subsequently a private pupil of the late Dr. Arnold, and then proceeded to Oriel College, Oxford, where he graduated as second class in classics in 1830, and became D.C.L. in 1837. In 1835 he was called to the bar at the Inner Temple, and went the Oxford Circuit; but in 1837 he was admitted an advocate at Doctors'-commons, and thenceforward practised there. He was appointed her Majesty's Advocate-General by patent, in 1852, and was then knighted according to usage. In 1858 he became a Queen's Counsel, and resigned his office under the Crown in 1862. Sir John Harding, it may be remembered, was Advocate-General when the fitting out of the Alabama at Liverpool was brought to the notice of the British Government by the American minister. He married, in 1849, the youngest daughter of the Rev. James Wyld, of Blunsdon, St. Andrew, Wilts.

### JUDGE BOOTHBY.

The late Mr. Benjamin Boothby, late Judge of the Supreme Court of South Australia, was called to the bar at Gray's-inn in April, 1841, and went the Northern Circuit till the year 1853. From 1845 to 1852 he was one of the revising barristers for the West Riding of Yorkshire, and was also Recorder of Pontefract, and Judge of the Court of Record there. In February, 1853, he was appointed, by warrant



under the Queen's sign-manual, Second Judge of the Supreme Court of the Province of South Australia (at which time Sir Charles Cooper, afterwards created Chief Justice was sole Judge). Mr. Boothby presided at the South Australian Court as senior judge within the province from December, 1856 to July, 1858, and was Deputy-Judge of the Court of Vice-Admiralty from 1856 to 1861. He was the author of a work on criminal law, published in 1842, and of which a second edition appeared in 1854; and of a pamphlet (1844) on the reform of the local and circuit courts of England, and of the superior courts at Westminster, some of the suggestions of which have come into operation, by imperial legislation, since 1853. Mr. Boothby was removed from the Bench by the Local Government at the latter end of last year.

## SOCIETIES AND INSTITUTIONS.

### LAW STUDENTS' DEBATING SOCIETY.

The question last Tuesday evening for discussion by this society was—"A., previously to advancing money to B., on the security of his equitable interest in certain stock, inquires of C., the trustee, as to incumbrances on B.'s interest, and is fraudulently informed by him that he is not aware of any, whilst in fact he had received recent notice of a mortgage for a large sum. Can A. maintain an action against C., the misrepresentation not being in writing." The debate was opened by Mr. Wheeler in the affirmative, but the society decided the point in the negative, by a majority of two. Mr. Hunter was president, and thirty-one members were present.

## PARLIAMENTARY ELECTIONS ACT, 1868.

MICHAELMAS TERM, 1868.

### REGULÉ GENERALES AS TO PROCEEDINGS ON ELECTION PETITIONS IN ENGLAND.

GENERAL RULES made by Sir Samuel Martin, Knight, one of the Barons of the Exchequer; Sir James Shaw Willes, Knight, one of the Justices of the Common Pleas; and Sir Colin Blackburn, Knight, one of the Justices of the Queen's Bench; the judges for the time being for the trial of Elections Petitions in England, pursuant to the Parliamentary Elections Act, 1868.

I.—The presentation of an election petition shall be made by leaving it at the office of the master nominated by the Chief Justice of the Common Pleas, and such master or his clerk shall (if required) give a receipt, which may be in the following form:—

Received on the — day of — at the master's office a petition touching the election of A. B., a member for — purporting to be signed by (insert the names of petitioners).  
C. D., Master's Clerk.

With the petition shall also be left a copy thereof for the master to send to the returning officer, pursuant to section 7 of the Act.

II.—An election petition shall contain the following statements:—

1. It shall state the right of the petitioner to petition within section 5 of the Act.

2. It shall state the holding and result of the election, and shall briefly state the facts and grounds relied on to sustain the prayer.

III.—The petition shall be divided into paragraphs, each of which, as nearly as may be, shall be confined to a distinct portion of the subject, and every paragraph shall be numbered consecutively, and no costs shall be allowed of drawing or copying any petition not substantially in compliance with this rule, unless otherwise ordered by the court or a judge.

IV.—The petition shall conclude with a prayer, as for instance, that some specified person should be declared duly returned or elected, or that the election should be declared void, or that a return may be enforced (as the case may be), and shall be signed by all the petitioners.

V.—The following form, or one to the like effect, shall be sufficient:—

In the Common Pleas.

The Parliamentary Elections Act, 1868.

Election for [state the place] holden on the — day of — A.D. —.

The petition of A. of — or of A. of — and B. of —, as the case may be] whose names are subscribed.

1. Your petitioner A. is a person who voted [or had a right to vote, as the case may be], at the above election [or claims to have had a right to be returned at the above election, or was a candidate at the above election]; and your petitioner B. [here state in like manner the right of each petitioner.]

2. And your petitioners state that the election was holden on the — day of — A.D., — when A. B., C. D., and E. F., were candidates, and the returning officer has returned A. B. and C. D., as being duly elected.

3. And your petitioners say that [here state the facts and grounds on which the petitioners rely.]

Wherefore your petitioners pray that it may be determined that the said A. B. was not duly elected or returned, and that the election was void [or that the said E. F. was duly elected and ought to have been returned, or as the case may be.]

(Signed)

A.

B.

VI.—Evidence need not be stated in the petition, but the court or a judge may order such particulars as may be necessary to prevent surprise and unnecessary expense, and to ensure a fair and effectual trial in the same way as in ordinary proceedings in the Court of Common Pleas, and upon such terms as to costs and otherwise as may be ordered.

VII.—When a petitioner claims the seat for an unsuccessful candidate, alleging that he had a majority of lawful votes, the party complaining of or defending the election or return, shall, six days before the day appointed for trial, deliver to the master, and also at the address, if any, given by the petitioners and respondent, as the case may be, a list of the votes intended to be objected to, and of the heads of objection to each such vote, and the master shall allow inspection and office copies of such lists to all parties concerned; and no evidence shall be given against the validity of any vote, nor upon any head of objection, not specified in the list, except by leave of the court or judge, upon such terms as to amendment of the list, postponement of the inquiry, and payment of costs, as may be ordered.

VIII.—When the respondent in a petition under the Act complaining of an undue return, and claiming the seat for some person, intends to give evidence to prove that the election of such person was undue, pursuant to the 53rd section of the Act, such respondent shall, six days before the day appointed for trial, deliver to the master, and also at the address, if any, given by the petitioner, a list of the objections to the election upon which he intends to rely, and the master shall allow inspection and office copies of such lists to all parties concerned; and no evidence shall be given by a respondent of any objection to the election not specified in the list, except by leave of the court or judge, upon such terms as to amendments of the list, postponement of the inquiry, and payment of costs, as may be ordered.

IX.—With the petition petitioners shall leave at the office of the master a writing, signed by them or on their behalf, giving the name of some person entitled to practise as an attorney or agent in cases of election petitions whom they authorise to act as their agent, or stating that they act for themselves, as the case may be, and in either case giving an address, within three miles from the General Post Office, at which notices addressed to them may be left; and if no such writing be left or address given, then notice of objection to the recognisances, and all other notices and proceedings may be given by sticking up the same at the master's office.

X.—Any person returned as a member may at any time after he is returned send or leave at the office of the master a writing signed by him, or on his behalf, appointing a person entitled to practise as an attorney or agent in cases of election petitions, to act as his agent in case there should be a petition against him, or stating that he intends to act for himself, and in either case giving an address within three miles from the General Post Office, at which notices may be left, and in default of such writing being left in a week after service of the petition, notices and proceedings may be given and served respectively by sticking up the same at the master's office.

XI.—The master shall keep a book or books at his office in which he shall enter all addresses and the names of

agents given under either of the preceding rules, which book shall be open to inspection by any person during office hours.

XII.—The master shall, upon the presentation of the petition, forthwith send a copy of the petition to the returning officer, pursuant to section 7 of the Act, and shall therewith send the name of the petitioners' agent, if any, and of the address, if any, given as prescribed, and also of the name of the respondent's agent, and the address, if any, given as prescribed, and the returning officer shall forthwith publish those particulars along with the petition.

The cost of publication of this and any other matter required to be published by the returning officer, shall be paid by the petitioner or person moving in the matter, and shall form part of the general costs of the petition.

XIII.—The time for giving notice of the presentation of a petition and of the nature of the proposed security, shall be five days, exclusive of the day of presentation.

XIV.—Where the respondent has named an agent or given an address, the service of an election petition may be by delivery of it to the agent, or by posting it in a registered letter to the address given at such time that, in the ordinary course of post, it would be delivered within the prescribed time.

In other cases the service must be personal on the respondent, unless a judge, on an application made to him not later than five days after the petition is presented, on affidavit, showing what has been done, shall be satisfied that all reasonable effort has been made to effect personal service and cause the matter to come to the knowledge of the respondent, including, when practicable, service upon an agent for election expenses, in which case the judge may order that what has been done shall be considered sufficient service, subject to such conditions as he may think reasonable.

XV.—In case of evasion of service, the sticking up a notice in the office of the master of the petition having been presented, stating the petitioner, the prayer, and the nature of the proposed security, shall be deemed equivalent to personal service, if so ordered by a judge.

XVI.—The deposit of money by way of security for payment of costs, charges, and expenses payable by the petitioner, shall be made by payment into the Bank of England to an account to be opened there by the description of "The Parliamentary Elections Act, 1868, Security Fund," which shall be vested in and drawn upon from time to time by the Chief Justice of the Common Pleas for the time being, for the purposes for which security is required by the said Act, and a bank-receipt or certificate for the same shall be forthwith left at the master's office.

XVII.—The master shall file such receipt or certificate, and keep a book open to inspection of all parties concerned, in which shall be entered from time to time the amount and the petition to which it is applicable.

XVIII.—The recognisance as security for costs may be acknowledged before a judge at chambers, or the master in town, or a justice of the peace in the country.

There may be one recognisance acknowledged by all the sureties, or separate recognisances by one or more, as may be convenient.

XIX.—The recognisance shall contain the name and usual place of abode of each surety, with such sufficient description as shall enable him to be found or ascertained, and may be as follows:—

Be it remembered that on the — day of — in the year of our Lord 18—, before me [name and description] came A. B., of [name and description as above described] and acknowledged himself [or severally acknowledged themselves] to owe to our Sovereign Lady the Queen the sum of one thousand pounds [or the following sums] (that is to say) the said C. D., the sum of £ —, the said E. F., the sum of £ —, the said G. H., the sum of £ —, and the said J. K., the sum of £ —, to be levied on his [or their respective] goods and chattels, land and tenements, to the use of our said Sovereign Lady the Queen, her heirs and successors.

The condition of this recognisance is that if [here insert the names of all the petitioners, and if more than one, add, or any of them] shall well and truly pay all costs, charges, and expenses, in respect of the election petition signed by him [or them], relating to the [here insert the name of the borough or county] which shall become payable by the said petitioner [or petitioners, or any of them] under the Parliamentary Elections Act, 1868, to any person or persons, then

this recognisance to be void, otherwise to stand in full force. (Signed),

[Signature of Sureties.]

Taken and acknowledged by the above-named [names of sureties] on the — day of — at —, before me.

C. D.

[A Justice of the Peace [or as the case may be.]]

XX.—The recognisance or recognisances shall be left at the master's office by or on behalf of the petitioner in like manner as before prescribed for the leaving of a petition forthwith after being acknowledged.

XXI.—The time for giving notice of any objection to a recognisance under the 8th section of the Act shall be within five days from the date of service of the notice of the petition and of the nature of the security, exclusive of the day of service.

XXII.—An objection to the recognisance must state the ground or grounds thereof, as that the sureties, or any, and which of them, are insufficient, or that a surety is dead, or that he cannot be found, or that a person named in the recognisance has not duly acknowledged the same.

XXIII.—Any objection made to the security shall be heard and decided by the master, subject to appeal within five days to a judge, upon summons taken out by either party to declare the security sufficient or insufficient.

XXIV.—Such hearing and decision may be either upon affidavit or personal examination of witnesses or both, as the master or judge may think fit.

XXV.—If by order made upon such summons the security be declared sufficient, its sufficiency shall be deemed to be established within the meaning of the 9th section of the said Act, and the petition shall be at issue.

XXVI.—If by order made upon such summons an objection be allowed and the security be declared insufficient, the master or judge shall in such order state what amount he deems requisite to make the security sufficient, and the further prescribed time to remove the objection by deposit shall be within five days from the date of the order, not including the day of the date, and such deposit shall be made in the manner already prescribed.

XXVII.—The costs of hearing and deciding the objections made to the security given shall be paid as ordered by the master or judge, and in default of such order shall form part of the general costs of the petition.

XXVIII.—The costs of hearing and deciding an objection upon the ground of insufficiency of a surety or sureties shall be paid by the petitioner, and a clause to that effect shall be inserted in the order declaring its sufficiency or insufficiency, unless at the time of leaving the recognisance with the master there be also left with the master an affidavit of the sufficiency of the surety or sureties sworn by each surety before a justice of the peace of the peace, which affidavit any justice of the peace is hereby authorised to take, or before some person authorised to take affidavits in the Court of Common Pleas, that he is seised or possessed of real or personal estate, or both, above what will satisfy his debts of the clear value of the sum for which he is bound by his recognisance, which affidavit may be as follows:

IN THE COMMON PLEAS.

"Parliamentary Elections Act, 1868."

I, A. B., of [as in recognisance] make oath and say that I am seised or possessed of real [or personal] estate above what will satisfy my debts of the clear value of £ —

Sworn." &c.

XXIX.—The order of the master for payment of costs shall have the same force as an order made by a judge, and may be made a rule of the Court of Common Pleas, and enforced in like manner as a judge's order.

XXX.—The master shall make out the election list. In it he shall insert the name of the agents of the petitioners and respondent, and the addresses to which notices may be sent, if any. The list may be inspected at the master's office at any time during office hours, and shall be put up for that purpose upon a notice board appropriated to proceedings under the said Act, and headed "Parliamentary Elections Act, 1868."

XXXI.—The time and place of the trial of each election petition shall be fixed by the judges on the rota, and notice thereof shall be given in writing by the master by sticking notice up in his office, sending one copy by the post to the address given by the petitioner, another to the addresses given by the respondent, if any, and a copy by post to the sheriff,

or in case of a borough having a mayor, to the mayor of that borough, fifteen days before the day appointed for the trial.

The sheriff or mayor, as the case may be, shall forthwith publish the same in the county or borough.

XXXII.—The sticking up of the notice of trial at the office of the master shall be deemed and taken to be notice in the prescribed manner within the meaning of the Act, and such notice shall not be vitiated by any miscarriage of, or relating to, the copy or copies thereof to be sent as already directed.

XXXIII.—The notice of trial may be in the following form:—

Parliamentary Elections Act, 1868.

Election petition of — county [or borough] of —.

Take notice that the above petition [or petitions] will be tried at — on the — day of — and on such other subsequent days as may be needful.

Dated the — day of —.

By Order,

(Signed) A. B.,

The master appointed under the above Act.

XXXIV.—A judge may from time to time, by order made upon the application of a party to the petition, or by notice in such form as the judge may direct to be sent to the sheriff or mayor, as the case may be, postpone the beginning of the trial to such day as he may name, and such notice when received shall be forthwith made public by the sheriff or mayor.

XXXV.—In the event of the judge not having arrived at the time appointed for the trial, or to which the trial is postponed, the commencement of the trial shall *ipso facto* stand adjourned to the ensuing day, and so from day to day.

XXXVI.—No formal adjournment of the Court for the trial of an election petition shall be necessary, but the trial is to be deemed adjourned, and may be continued from day to day until the inquiry is concluded; and in the event of the judge who begins the trial being disabled by illness or otherwise, it may be recommenced and concluded by another judge.

XXXVII.—The application to state a special case may be made by rule in the Court of Common Pleas when sitting, or by a summons before a judge at chambers, upon hearing the parties.

XXXVIII.—The title of the Court of Record held for the trial of an election petition may be as follows:—

Court for the trial of an election petition for the — [county of — or borough of — as may be] between — petitioner and — respondent, and it shall be sufficient so to entitle all proceedings in that court.

XXXIX.—An officer shall be appointed for each court for the trial of an election petition, who shall attend at the trial in like manner as the clerks of assize and of arraigns attend at the assizes.

Such officer may be called the registrar of that court. He by himself, or in case of need his sufficient deputy, shall perform all the functions incident to the officer of a court of record, and also such duties as may be prescribed to him.

XL.—The reasonable costs of any witness shall be ascertained by the registrar of the court, and the certificate allowing them shall be under his hand.

XLI.—The order of a judge to compel the attendance of a person as a witness may be in the following form:—

Court for the trial of an election petition for [complete the title of the Court] the — day of — To A. B. [describe the person] You are hereby required to attend before the above Court at [place] on the — day of — at the hour of [or forthwith, as the case may be] to be examined as a witness in the matter of the said petition, and to attend the said court until your examination shall have been completed.

As witness my hand,

A. B.

Judge of the said court.

XLII.—In the event of its being necessary to commit any person for contempt, the warrant may be as follows:—

At a court holden on — at — for the trial of an election petition for the county [or borough] of — before Sir Samuel Martin, Knight, one of the barons of her Majesty's Court of Exchequer, and one of the judges for the time being for the trial of election petitions in England, pursuant to the Parliamentary Elections Act, 1868.

Whereas A. B. has this day been found guilty, and is by the said court adjudged to be guilty of contempt thereof. The said court does therefore sentence the said A. B. for his said contempt to be imprisoned in the — Gaol for — calendar months, and to pay to our Lady the Queen a fine of £ —, and to be further imprisoned in the said Gaol until the said fine be paid. And the Court further orders that the sheriff of the said county [or as the case may be] and all constables and officers of the peace of any county or place where the said A. B. may be found, shall take the said A. B. into custody and convey him to the said gaol, and there deliver him into the custody of the gaoler thereof, to undergo his said sentence. And the Court further orders the said gaoler to receive the said A. B. into his custody, and that he shall be detained in the said gaol in pursuance of the said sentence.

A. D.

Signed the — day of — S. M.

XLIII.—Such warrant may be made out and directed to the sheriff or other person having the execution of process of the superior courts, as the case may be, and to all constables and officers of the peace of the county or place where the person adjudged guilty of contempt may be found, and such warrant shall be sufficient without further particularity, and shall and may be executed by the persons to whom it is directed, or any or either of them.

XLIV.—All interlocutory questions and matters, except as to the sufficiency of the security, shall be heard and disposed of before a judge, who shall have the same control over the proceedings under the Parliamentary Elections Act, 1868, as a judge at chambers in the ordinary proceedings of the superior courts, and such questions and matters shall be heard and disposed of by one of the judges upon the rota, if practicable, and if not, then by any judge at chambers.

XLV.—Notice of an application for leave to withdraw a petition shall be in writing and signed by the petitioners or their agent.

It shall state the ground on which the application is intended to be supported.

The following form shall be sufficient:—

Parliamentary Elections Act, 1868.

County [or borough] of — Petition of [state petitioners] — presented — day of —

The petitioner proposes to apply to withdraw his petition upon the following ground [here state the ground], and prays that a day may be appointed for hearing his application. Dated this — day of

(Signed)

XLVI.—The notice of application for leave to withdraw shall be left at the master's office.

XLVII.—A copy of such notice of the intention of the petitioner to apply for leave to withdraw his petition shall be given by the petitioner to the respondent, and to the returning officer, who shall make it public in the county or borough to which it relates, and shall be forthwith published by the petitioner in at least one newspaper circulating in the place.

The following may be the form of such notice:—

Parliamentary Elections Act, 1868.

In the election petition for — in which — is petitioner and — respondent.

Notice is hereby given that the above petitioner has on the — day of — lodged at the master's office, notice of an application to withdraw the petition, of which notice the following is a copy—(set it out.)

And take notice that, by the rule made by the judges, any person who might have been a petitioner in respect of the said election may, within five days after publication by the returning officer of this notice, give notice in writing of his intention on the hearing to apply for leave to be substituted as a petitioner.

(Signed)

XLVIII.—Any person who might have been a petitioner in respect of the election to which the petition relates, may, within five days after such notice is published by the returning officer, give notice, in writing, signed by him or on his behalf, to the master, of his intention to apply at the hearing to be substituted for the petitioner, but the want of such notice shall not defeat such application, if in fact made at the hearing.

XLIX.—The time and place for hearing the application shall be fixed by a judge, and whether before the Court of Common Pleas, or before a judge, as he may deem advisable,



but shall not be less than a week after the notice of the intention to apply has been given to the master as hereinbefore provided, and notice of the time and place appointed for the hearing shall be given to such person or persons, if any, as shall have been given notice to the master of an intention to apply to be substituted as petitioners, and otherwise in such manner and at such time as the judge directs.

LI.—Notice of abatement of a petition, by death of the petitioner or surviving petitioner, under section 37 of the said Act shall be given by the party or person interested in the same manner as notice of an application to withdraw a petition; and the time within which application may be made to the court or a judge, by motion or summons at chambers, to be substituted as a petitioner shall be one calendar month, or such further time as, upon consideration of any special circumstances, the court or judge may allow.

LI.—If the respondent dies or is summoned to Parliament as a peer of Great Britain by a writ issued under the Great Seal of Great Britain, or if the House of Commons have resolved that his seat is vacant, any person entitled to be a petitioner under the Act in respect of the election to which the petition relates, may give notice of the fact in the county or borough by causing such notice to be published in at least one newspaper circulating therein, if any, and by leaving a copy of such notice signed by him, or on his behalf, with the returning officer, and a like copy with the master.

LII.—The manner and time of the respondents giving notice to the court that he does not intend to oppose the petition, shall be by leaving notice thereof in writing at the office of the master signed by the respondents six days before the day appointed for trial, exclusive of the day of leaving such notice.

LIII.—Upon such notice being left at the master's office, the master shall forthwith send a copy thereof by the post to the petitioner or his agent, and to the sheriff or mayor, as the case may be, who shall cause the same to be published in the county or borough.

LIV.—The time for applying to be admitted as a respondent in either of the events mentioned in the 38th section of the Act shall be within ten days after such notice is given as hereinbefore directed, or such further time as the court or a judge may allow.

LV.—Costs shall be taxed by the master, or at his request by any master of a superior court, upon the rule of court or judge's order by which the costs are payable, and costs when taxed may be recovered by execution issued upon the rule of court ordering them to be paid; or, if payable by the order of a judge, then by making such order a rule of court in the ordinary way, and issuing execution upon such rule against the person by whom the costs are ordered to be paid, or in case there be money in the bank available for the purpose, then to the extent of such money by order of the Chief Justice of the Common Pleas for the time being, upon a duplicate of the rule of court.

The office-fees payable for inspection, office-copies, enrolment, and other proceedings under the Act, and these rules, shall be the same as those payable, if any, for like proceedings according to the present practice of the Court of Common Pleas.

LVI.—The master shall prepare and keep a roll properly headed for entering the names of all persons entitled to practise as attorney or agent in cases of election petitions, and all matters relating to elections before the court and judges pursuant to the 57th section of the said Act; which roll shall be kept and dealt with in all respects as the roll of attorneys of the Court of Common Pleas, and shall be under the control of that court, as to striking off the roll and otherwise.

LVII.—The entry upon the roll shall be written and subscribed by the attorney or agent, or some attorney authorised by him in writing to sign on his behalf, who shall therein set forth the name, description, and address, in full.

LVIII.—The master may allow any person upon the roll of attorneys for the time being, and during the present year, any person whose name, or the name of whose firm, is in the *Law List* of the present year as a parliamentary agent, to subscribe the roll, and permission to subscribe the roll may be granted to any other person by the court or a judge upon affidavit showing the facts which entitle the applicant to practise as agent according to the principles, practice, and rules of the House of Commons in cases of election petitions.

LIX.—An agent employed for the petitioner or respon-

dent shall forthwith leave written notice at the office of the master of his appointment to act as such agent, and service of notices and proceedings upon such agent shall be sufficient for all purposes.

LX.—No proceeding under the Parliamentary Elections Act, 1868, shall be defeated by any formal objection.

LXI.—Any rule made or to be made in pursuance of the Act, if made in term-time, shall be published by being read by the master in the Court of Common Pleas, and if made out of term, by a copy thereof being put up at the master's office.

Dated the 21st day of November, 1868.

SAMUEL MARTIN.

J. S. WILLES.

COLIN BLACKBURN.

*The judges for the trial of election petitions in England.*

Read in open court, Common Pleas,

the 23rd day of November, 1868.

#### RULES AND SCALE OF FEES UNDER "JUDGMENTS EXTENSION ACT, 1868" (31 & 32 VICT. c. 54).

MICHAELMAS TERM, 1868.

Whereas it is provided by the "Judgments Extension Act, 1868," that it shall be lawful for the judges of the Courts of Queen's Bench, Common Pleas, and Exchequer at Westminster, or any eight or more of them, of whom the chiefs of the said courts shall be three, from time to time to make all such general rules and orders to regulate the practice to be observed in the execution of the said Act, or in any matter relating thereto, including the scale of fees to be charged in the courts of common law, as they may deem to be necessary and proper:—

It is therefore ordered that the following rules, orders, and scale of fees shall be in force, that is to say:—

1. The register for Irish judgments to be kept by the senior master, under section 1 of the said Act, shall be arranged in alphabetical order in the surname of the defendant, where a judgment shall be registered under form 1 in the schedule of the Act, or in the surname of the plaintiff where registered under form 2 in the said schedule. And the said master shall enter on the said register all the further particulars relating to the judgment contained in the certificate presented for registration.

2. The register for Scotch decreets, to be kept by the said master under section 3 of the said Act shall, as to defendant or pursuer, be arranged in like manner, and contain the like particulars as provided by the preceding rule relating to the register for Irish judgments.

3. When an attorney, law-agent, or creditor shall present for registration to the said master a certificate of an Irish judgment or Scotch decret, a copy thereof shall also be produced, certified by the attorney, law-agent, or creditor to be a true copy of the original certificate, and the said master shall thereupon stamp such certified copy with his office stamp.

4. Upon the production of such copy certificate of an Irish judgment or Scotch decret, an original of which shall have been filed with the said master, the proper officer shall issue execution or other process as though such judgment or decret had been duly obtained and entered up as an English judgment in the Court of Common Pleas, at Westminster, the form of the writ of execution being varied accordingly:—

The writ of execution may be thus varied:—instead of "which the said — lately in our Court of Queen's Bench at Westminster recovered &c." insert "which the said — lately in our Court of [Queen's Bench at Dublin] recovered &c., and which judgment has been duly registered in our Court of Common Pleas at Westminster pursuant to 'The Judgment Extension Act,' 1868."

5. An affidavit of the attorney applying for a certificate of a judgment in the English Courts, of his information and belief as to the title, trade, or profession, and the last known or usual place of abode of the plaintiff or defendant, as the case may be, shall be sufficient to justify the officer in inserting the particulars so sworn to in his certificate.

6. The fees to be taken for issuing execution or other process on an Irish judgment or Scotch decret that shall have been registered under this Act, shall be the same as in the case of an English judgment.

7. The fees hereinafter mentioned shall be collected, not in money, but by means of stamps denoting the amount of such fees.

## SCALE OF FEES.

For every certificate of a judgment issued out £ s. d.  
of the Courts of Queen's Bench, Common Pleas,  
and Exchequer at Westminster, for registration  
in Ireland or Scotland, including affidavit ..... 0 2 0  
*Fees to be charged by the Senior Master of the Court of  
Common Pleas at Westminster as Registrar of Judgments.*  
On filing for registration every certificate issued  
out of the Courts of Dublin, and Court of  
Session in Scotland, although more than one  
name may have to be registered ..... 0 7 6  
On filing every acknowledgment of satisfaction  
of an Irish judgment, or Scotch decret, for  
entry on the register ..... 0 2 6  
For every certificate of the entry of a satisfaction  
for every search made in the registers of Irish and  
Scotch judgments, in one or both registers, for  
each name ..... 0 1 0  
Given under our hands at Westminster, this fourteenth  
day of November, 1868.

A. E. COCKBURN.  
WM. BOVILL.  
FITZROY KELLY.  
J. B. BYLES.

SAMUEL MARTIN.  
ROBT. LUSH.  
WM. BALIOL BRETT.  
G. HAYES.

## COURT PAPERS.

## COURT OF CHANCERY.

SITTINGS AFTER MICHAELMAS TERM, 1868.

LORD CHANCELLOR.

Lincoln's Inn.

Thurs., Dec. 3 { The First Seal—  
Friday ..... 4. App. mtns. & apps.  
Saturday ..... 5. Petitions & apps.  
Monday ..... 7. Appeals.  
Tuesday ..... 8. Appeals.  
Wednesday ..... 9. Appeals.  
Thursday ..... 10. The Second Seal—  
Friday ..... 11. App. mtns. & apps.  
Saturday ..... 12. App. mtns. & apps.  
Monday ..... 14. Appeals.  
Tuesday ..... 15. Appeals.  
Wednesday ..... 16. Appeals.  
Thursday ..... 17. The Third Seal—  
Friday ..... 18. App. mtns. & apps.  
Saturday ..... 19. Appeals.  
Monday ..... 21. Appeals.  
Tuesday ..... 22. Petitions & apps.

MASTER OF THE ROLLS.

Chancery-lane.

Thurs., Dec. 3 { The First Seal—  
Friday ..... 4. Mtns. & gen. pa.  
Saturday ..... 5. General paper.  
Monday ..... 7. Petns. sht. caus.,  
Tuesday ..... 8. adj. sums, and  
Wednesday ..... 9. general paper.  
Thursday ..... 10. The Second Seal—  
Friday ..... 11. Mtns. & gen. pa.  
Saturday ..... 12. General paper.  
Monday ..... 14. Petns. sht. caus.,  
Tuesday ..... 15. adj. sums, and  
Wednesday ..... 16. general paper.  
Thursday ..... 17. The Third Seal—  
Friday ..... 18. Mtns. & gen. pa.  
Saturday ..... 19. Petns. sht. caus.,  
Monday ..... 21. adj. sums, and  
Tuesday ..... 22. general paper.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.

Lincoln's Inn.

Thurs., Dec. 3 { The First Seal—  
Friday ..... 4. App. mtns. & apps.

Friday ..... 4. Petns. in lunacy,  
Saturday ..... 5. app. ptns. bk.  
Monday ..... 7. apps. & appeals.  
Tuesday ..... 8. Appeals.  
Wednesday ..... 9. Appeals.  
Thursday ..... 10. The Second Seal—  
Friday ..... 11. App. mtns. & apps.  
Saturday ..... 12. Petns. in lunacy,  
Monday ..... 14. app. ptns. bk.  
Tuesday ..... 15. apps. & apps.  
Wednesday ..... 16. Appeals.  
Thursday ..... 17. The Third Seal—  
Friday ..... 18. App. mtns. & apps.  
Saturday ..... 19. Petns. in lunacy,  
Monday ..... 21. app. ptns. bk.  
Tuesday ..... 22. apps. & appeals.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. SIR JOHN STUART.

Lincoln's Inn.

Thurs., Dec. 3 { The First Seal—  
Friday ..... 4. Mtns. & causes.  
Saturday ..... 5. App. ptns. & apps.  
Monday ..... 7. Sht. causes & caus.  
Tuesday ..... 8. Causes.  
Wednesday ..... 9. Causes.  
Thursday ..... 10. The Second Seal—  
Friday ..... 11. Mtns. and causes.  
Saturday ..... 12. Petns. and causes.  
Monday ..... 14. Sht. causes & caus.  
Tuesday ..... 15. Causes.  
Wednesday ..... 16. Causes.  
Thursday ..... 17. The Third Seal—  
Friday ..... 18. Motions & causes.  
Saturday ..... 19. Petitions & causes.  
Monday ..... 21. App. mtns. & apps.  
Tuesday ..... 22. Causes.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR RICHARD MALINS.

Lincoln's Inn.

Thurs., Dec. 3 { The First Seal—  
Friday ..... 4. Mtns. & gen. pa.  
Saturday ..... 5. Petns. & gen. pa.  
Monday ..... 7. Short causes and  
Tuesday ..... 8. gen. pa.  
Wednesday ..... 9. General paper.  
Thursday ..... 10. The Second Seal—  
Friday ..... 11. Mtns. & gen. pa.  
Saturday ..... 12. Petns. & gen. pa.  
Monday ..... 14. Sht. causes, and  
Tuesday ..... 15. general paper.  
Wednesday ..... 16. General paper.  
Thursday ..... 17. The Third Seal—  
Friday ..... 18. Mtns. & gen. pa.  
Saturday ..... 19. Petns. & gen. pa.  
Monday ..... 21. Short causes and  
Tuesday ..... 22. general paper.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard. Adjourned summonses will be heard as motions.

V. C. SIR G. M. GIFFARD.

Lincoln's Inn.

Thurs., Dec. 3 { The First Seal—  
Friday ..... 4. Mtns. & gen. pa.  
Saturday ..... 5. General paper.  
Monday ..... 7. Petns. sht. caus.,  
Tuesday ..... 8. adj. sums, and  
Wednesday ..... 9. general paper.  
Thursday ..... 10. The Second Seal—  
Friday ..... 11. Mtns. & gen. pa.  
Saturday ..... 12. General paper.  
Monday ..... 14. Petns. sht. caus.,  
Tuesday ..... 15. adj. sums, and  
Wednesday ..... 16. general paper.  
Thursday ..... 17. The Third Seal—  
Friday ..... 18. Mtns. & gen. pa.  
Saturday ..... 19. General paper.  
Monday ..... 21. Petns. sht. causes,  
Tuesday ..... 22. adj. sums, & gen. paper.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

## COMMON PLEAS.

SITTINGS IN BANCO.

The Court will sit on Monday, Nov. 30; Tuesday, Dec. 1; and Wednesday Dec. 2; and will take the special paper and others matters pending.

## COURT OF EXCHEQUER.

Nov. 24, 1868.

This Court will hold a sitting on Tuesday, the 8th day of December next, and will at such sitting proceed in giving judgment in matters then standing for judgment.

FITZROY KELLY.  
SAMUEL MARTIN.  
G. BRAMWELL.  
W. F. CHANNELL.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir Fitzroy Kelly, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Michaelmas Term, 1868.

Middlesex.

Saturday, Nov. 28, to Tuesday, Dec. 8, both inclusive; special juries and common juries.

London.

Wednesday, Dec. 9, to Wednesday, Dec. 23, both inclusive; special juries and common juries.

The Court will sit at ten o'clock each day.  
A second Court will sit for the trial of causes when necessary.

## WINTER CIRCUITS OF THE JUDGES.

Before Mr. Baron BRAMWELL.

Chelmsford, Dec. 2; Cardiff, Dec. 8; Gloucester, Dec. 11; Worcester, Dec. 14; Stafford, Dec. 16.

For the other winter circuits see *Sol. Jour.* Nov. 21.

## PUBLIC COMPANIES.

LAST QUOTATION, NOV. 27, 1868.

[From the Official List of the actual business transacted.]

## GOVERNMENT FUNDS.

3 per Cent. Consols, 94½  
Ditto for Account, Dec., 94½  
3 per Cent. Reduced, 92½  
New 3 per Cent., 92½  
Do. 3½ per Cent., Jan., '94  
Do. 2½ per Cent., Jan., '94  
Do. 5 per Cent., Jan., '72  
Annuities, Jan., '80 —

Annuities, April, '85  
Do. (Red Sea T.) Ang. 1908  
Ex Bills, £1000, per Ct. 18 p m  
Ditto, £500, Do 18 p m  
Ditto, £100 & £200, 18 p m  
Bank of England Stock, 4 per Ct. (last half-year) 246  
Ditto for Account.

## INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 220  
Ditto for Account  
Ditto 5 per Cent., July, '80 116½  
Ditto for Account  
Ditto 4 per Cent., Oct. '88 103  
Ditto, ditto, Certificates, —  
Ditto Enfranch Ppr., 4 per Cent. 94½

Ind. Enfr. Pr., 5 p Ct., Jan. '72 105½  
Ditto, 3½ per Cent., May, '79 111  
Ditto Debentures, per Cent., April, '64 —  
Do. Do., 5 per Cent., Aug. '73 105½  
Do. Bonds, 5 per Ct., £1000 12 p m  
Ditto, ditto, under £1000, 16 p m

## RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter .....	100	79
Stock	Caledonian .....	100	74½
Stock	Glasgow and South-Western .....	100	92
Stock	Great Eastern Ordinary Stock .....	100	42½
Stock	Do., East Anglian Stock, No. 2 .....	100	8½
Stock	Great Northern .....	100	106½
Stock	Do., A Stock .....	100	106
Stock	Great Southern and Western of Ireland .....	100	97
Stock	Great Western—Original .....	100	49½
Stock	Do., West Midland—Oxford .....	100	28
Stock	Do., do.—Newport .....	100	31
Stock	Lancashire and Yorkshire .....	100	128½
Stock	London, Brighton, and South Coast .....	100	43½
Stock	London, Chatham, and Dover .....	100	17½
Stock	London and North-Western .....	100	112½
Stock	London and South-Western .....	100	88
Stock	Manchester, Sheffield, and Lincoln .....	100	47½
Stock	Metropolitan .....	100	105
Stock	Midland .....	100	112½
Stock	Do., Birmingham and Derby .....	100	80
Stock	North British .....	100	33½
Stock	North London .....	100	129
Stock	North Staffordshire .....	100	58
Stock	South Devon .....	100	45
Stock	South-Eastern .....	100	79½
Stock	Do., Deferred .....	100	48½
Stock	Tat Valley .....	100	148

\* A receives no dividend until 6 per cent. has been paid to B.

## MONEY MARKET AND CITY INTELLIGENCE.

The past week has not been a very eventful one, in consequence, perhaps, of the all absorbing interest of the elections. Consols remained quiet until depressed by a large withdrawal of gold from the Bank; they were afterwards, however, quickened by some large purchases, and now show some firmness. Foreign securities showed some tendency to sympathize in the depression of the funds, but soon rallied. Railway investments are labouring under a depression, attributable to the unsatisfactory character of the traffic returns which have just been published.

On Friday, the 20th ult., at the Council-house, Bristol, before the sitting magistrates, Messrs. W. Naish and James Godwin, William Theodore Pitt Watkins, solicitor, of that city, was charged under a warrant with having on the 7th inst. (the day of polling at Bristol), with 100 or more other persons, damaged a house in Hotwell-road, in the occupation of William Wilberforce Jose. He was further charged with John Cunningham and George Lawrence (labourers) with having damaged a house in the same neighbourhood, belonging to William Winniatt. The prisoners were ultimately remanded, bail being accepted, which, for Mr. Watkins, was himself in £1,000, and one surety in the like sum.

## ESTATE EXCHANGE REPORT.

## AT THE MART.

Nov. 20.—By Messrs. RICHWORTH, ABBOTT, & Co. Freehold, 7a 15p of building land, with residence thereon, known as Royston Hall, Kilburn—Sold for £7,400.

By Messrs. NORTON, TRIST, WATNEY, & Co. Leasehold residence, known as Springfield-house, Lower Tulse-hill, let on lease at £130 per annum; term, 72 years unexpired, at £31 6s. per annum—Sold for £1,700.

Nov. 24.—By Messrs. DEBENHAM, TEWSON, & FARMER. Reversionary interest of a gentleman, aged 23, to one third of a freehold estate, known as The Fords, in the parish of Lydd, Kent, comprising 35 acres of marsh land, with cottage and buildings, subject to an annuity of £90 during the life of a lady aged 63 years—Sold for £200.

By Messrs. TOPPIS & HARDING. Leasehold residence, No. 30, Mornington-road, Regent's-park; term, 66½ years, at £22 per annum—Sold for £470.

## AT GARRAWAY'S.

Nov. 17.—By Messrs. WALTERS & LOVEJOY. Leasehold premises, No. 23, Paternoster-row; producing £562 per annum; term, 50 years from 1867, at £160 per annum—Sold for £5,640.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

COCHRAN—On Nov. 21, at No. 10, Ben-Accord-square, Aberdeen, the wife of A. Cochran, Esq., Advocate, of a son.  
TRISTRAM—On Nov. 18, at 22, Manchester-square, the wife of T. H. Tristram, Esq., D.C.L., of a son.  
WINCKWORTH—On Nov. 22, at 9, St. George's-square, S.W., the wife of Lewis Winckworth, Esq., of a son.

## MARRIAGES.

BROMLEY—HAMMER—On Nov. 21, at St. George's, Hanover-square, Edward Bromley, Esq., of the Inner Temple, to Emma Georgina, daughter of William Hammer, Esq., of Bodnod.

SNELL—CLEVERTON—On Nov. 23, at St. Andrew's Church, Plymouth, John Skinner Snell, Esq., E.N., to Harriet Louisa Mary, daughter of F. W. P. Cleverton, Esq., Solicitor, Plymouth.

## DEATHS.

CROOKS—On Nov. 5, at Toronto, Canada West, Emily, wife of Adam Crooks, Esq., Barrister-at-Law.  
HARDING—On Nov. 23, Sir John Dorney Harding, Q.C., D.C.L., late Her Majesty's Advocate-General, aged 59.  
JOLLEY—On Nov. 20, at 82, Stamford-street, Blackfriars, James Hatch Jolley, Esq., Solicitor, in the 48th year of his age.  
KAIN—On Nov. 24, aged 85, at the residence of her son-in-law, M. Gentle Allan, Esq., Park-house, Aston, Warwickshire, Maria, relict of Saywell Kain, Esq., and the revered mother of G. J. Kain, of Chancery-lane.  
LANGLEY—On Nov. 25, at 19, Clifton-villas, Maida-hill, W., Emma, wife of Albert Gordon Langley, Esq., Barrister-at-Law, of 19, Clifton-villas, and Lincoln's-inn.

## LONDON GAZETTES.

## Winding-up of Joint Stock Companies.

FRIDAY, Nov. 20, 1868.

## LIMITED IN CHANCERY.

Imperial Land and Investment Company (Limited).—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims to Samuel Barrow, 24, Gresham-st. Tuesday, Jan 12 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Industrial Loan and Investment Company (Limited).—Vice-Chancellor Malins has, by an order dated Nov 13, appointed William Turquand, 16, Tokenhouse-yard, official liquidator. Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Dec 21 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Jamaica Commercial Agency Company (Limited).—Vice-Chancellor Giffard has, by an order dated Nov 14, ordered that the above company be wound-up. Thomas & Hollams, solicitors for the petitioners.

West Bournemouth Land and Cliff Hotel Company (Limited).—Vice-Chancellor Giffard has, by an order dated Aug 8, appointed George Backgrove, 47, Windsor-ter, City-rd, official liquidator.

## UNLIMITED IN CHANCERY.

Coetmore Benefit Building Society.—Petition for winding-up, presented Nov 16, directed to be heard before the Master of the Rolls on Dec 5. Byrne, Whitehall-pl, solicitor for the petitioners.

TUESDAY, Nov. 24, 1868.

## LIMITED IN CHANCERY.

Belgian Public Works Company (Limited).—Petition for winding-up, presented Nov 30, directed to be heard before Vice-Chancellor Malins on the first petition day in December. Lindo & Sons, King's-arm-yard, Moorgate-st, solicitors for the petitioner.

West India and Pacific Steam Ship Company (Limited and Reduced).—A petition has been presented for reducing the capital from £1,250,000 to £225,000. Any person who claims to be a creditor, and is not entered on the list, and claims to be so entered, must, on or before Dec 21, send in his name and address, and the particulars of his claim, to Haigh & Co, 60, Gracechurch-st, solicitors for the company.  
West Worthing Waterworks, Baths, and Assembly Rooms Company (Limited).—Vice-Chancellor Giffard has, by an order dated Oct 30, appointed Henry Chatteris, 63 Gresham-bldgs, Basinghall-st, official liquidator.

## UNLIMITED IN CHANCERY.

Dorchester Antelope Hotel Company.—Vice-Chancellor Malins has appointed Saturday, Dec 19 at 12, at his chambers, for settling the list of contributors. Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Alfred Good, 71, Cornhill. Thursday, Jan 14 at 12, is appointed for hearing and adjudicating upon the debts and claims.

## Creditors under Estates in Chancery.

## Last Day of Proof.

FRIDAY, Nov. 20, 1868.

Buckingham, Robt, Cheltenham, Gloucester, Bootmaker. Dec 12. Townshend v Coleman, V.C. Malins.  
Coster, John Wm, East Teignmouth, Devon. Dec 14. Coster v West, M. B.  
Foy, Eliz, Fulham-rd, Spinst. Dec 3. Foy v Linder, V.C. Stuart.  
Hay, Geo Gun, Sloane-st, Chelsea, Solicitor. Dec 12. Palmer v Hay, V.C. Malins.  
Lee, Joon, Wortley, nr Sheffield, Gent. Dec 18. Lee v Lee, V.C. Stuart.  
Powell, Thos, Boughrood Castle Farm, Radnor, Farmer. Dec 17. Powell S v Powell V.C. Malins.  
quance, Barry Parr, Toabridge Wells, Kent, Esq. Dec 7. Squance v Oliver, V.C. Giffard.  
Stares, John, Droxford, Hants, Esq. Jan 11. Stares v Stares, M. R.

TUESDAY, Nov. 24, 1868.

Freeman, Fras Gardiner, Boscastle, Cornwall, Esq. Dec 24. Freeman v Morris, V.C. Malins.  
Pendlebury, Sir Ralph, Heaton Norris, Lancaster, Knight. Dec 12. Eskridge v Rayner, V.C. Malins.  
Short, John Jas, South Lambeth, Esq. Dec 23. Gummow v Short, M. B.  
Thomas, Louisa, Ballacossahan, Isle of Man, Spinst. Jan 1. Kermode v Macdonald, M. R.

## Creditors under 22 &amp; 23 Vict. cap. 35.

## Last Day of Claim.

FRIDAY, Nov. 20, 1868.

Bird, Gervase, Jones-st, Berkeley-sq, Tailor. Dec 21. Cooke, Serjeant's-inn, Chancery-lane.



Clarke, Wm Gray, Dorset-sq, Esq. Jan 31. Barnes & Bernard, Gt Winchester-st.  
 Cockburn, Sir Fras, Dover, Kent, General. Dec 31. Duncan & Merton, Southampton-st, Bloomsbury.  
 Croser, Wm Pearson, Freshwater, Isle of Wight, Captain R. N. Jan 1. Moor & Co, Lymington.  
 Diech, Andrew, Melcombe Regis, Dorset, Watchmaker. Dec 25. Howard, Weymouth.  
 Harriott, Sibella Mary, Sussex-pl, Regent's-pk, Widow. Dec 24. Johnson & Master, Southampton-bldgs, Chancery-lane.  
 Hoskins, Eliza, Uxbridge, Widow. Jan 18. Rutherford & Son, Grace-church-st.  
 Lait, Thos, Diss, Norfolk, Clothier. Dec 11. Browne, Diss.  
 Lenox, Geo Wm, Billiter-sq, Esq. Jan 31. Barnes & Bernard, Gt Winchester-st.  
 Reeve, Sir Thos Newbee, Richmond, Surrey, Knight. Jan 5. Stephenson, Gt Queen-st, Westminster.  
 Partridge, Thos, Leicester, Gent. March 1. Dalton, Leicester.  
 Beany, Wm Bickley, Bradford, York, Gent. Jan 12. Wood & Killick, Bradford.  
 Sargeant, Geo Wilkinson, Long Valley, Mendocine county, California, Physician. July 1. Hepburn & Son, Bird in Hand-ct, Cheapside.  
 Thompson, Miles, Grange, Lancaster, Architect. Jan 17. Harrison & Son, Kendal.  
 Wyatt, John Wm, Paradise-row, Church-st, Stoke Newington, Corn Dealer. Dec 19. Young & Son, Mark-lane.  
 Yeates, Joseph Ramon, Gordon-st. Dec 30. Evans & Foster, Gray's-inn-sq.

## TUESDAY, NOV. 24, 1868.

Brigstocke, Rev Decimus, Cheltenham, Gloucester, Clerk. Jan 1. Brigstocke, Ewelme.  
 Bullymore, Thos, Portland-ter, Wandsworth-rd, Gent. Dec 20. Baxter & Co, Victoria-st, Westminster.  
 Carter, Rev Thos, Eton College, Bucks, Clerk. Feb 1. Parker & Co, Bedford-row.  
 Daws, Thos, Teddington-rd, Twickenham, Hotel Keeper. Jan 9. Carter Austin-frsars.  
 Dixon, Hy Fletcher, Hensingham, Cumberland, Gent. Jan 1. Postlethwaite, Jun, Whitehaven.  
 Griffin, Mary, Nettlebed, Oxford, Spinster. Dec 24. Earle, Bedford-row.  
 Joy, Edwd Alex, Delancy-st, Regent's-pk, Merchant. July 26. Kimber & Ellis, Gresham House, Old Broad-st.  
 Law, Peter, Sedgley, Stafford, Gent. Dec 24. Bolton, Wolverhampton.  
 Marshall, Robt, Grafton-st, Fitzroy-sq, House Decorator. Dec 16. Landy & Kent, Cecil-st, Strand.  
 Martin, Ann, Lower Green, Mitcham, Spinster. Dec 31. Kinsey & Ade, Bloomsbury-pl.  
 Morris, Thos, Newport, Montgomery, Woolstapler. Jan 1. Woosnam, Newtown.  
 Morris, Ann, Chestow, Monmouth, Widow. Dec 31. Fry & Otter, Bristol.  
 Tedder, Stephen, Westbury-upon-Trym, Gloucester, Yeoman. Dec 31. Fry & Otter, Bristol.  
 Wood, Saml Jas, Lee-ter, Blackheath, Esq. Dec 12. Harris, Bishopsgate Church-yard.  
 Wright, Edw, Crawford-st, Marylebone, Widow. Dec 31. East, Sion-College-gardens, London-wall.  
 Wright, John Smithson, Blandford-st, Manchester-sq, Gent. Dec 31. East, Sion-College-gardens, London-wall.

## Goods registered pursuant to Bankruptcy Act, 1861.

FRIDAY, NOV. 20, 1868.

Barlow, Chas, Devonshire-rd, Hackney, Gent. Nov 3. Comp. Reg Nov 17.  
 Beck, Chas, Solihull, Warwick, out of business. Nov 5. Comp. Reg Nov 17.  
 Bew, Wm, Hart-st, Importer of Foreign Goods. Nov 2. Comp. Reg Nov 18.  
 Binyon, Chas, Harrow-rd, Paddington, Grocer. Oct 30. Comp. Reg Nov 19.  
 Butler, John Chas, Cambridge, Tea Dealer. Nov 2. Comp. Reg Nov 18.  
 Castle, Isaac, Convent-gardens, Notting-hill, Builder. Oct 16. Asst. Reg Nov 19.  
 Cross, Thos, Brentford, Draper. Oct 16. Asst. Reg Nov 17.  
 Dolamore, Hy, Aston New Town, Warwick, Grocer. Oct 26. Asst. Reg Nov 20.  
 Evans, John, Chester. Clothier. Nov 17. Comp. Reg Nov 17.  
 Firth, Jas Hy, Manch, Grocer. Oct 17. Asst. Reg Nov 19.  
 Francis, Wm, Llanelly, Carmarthen, Grocer. Nov 6. Comp. Reg Nov 20.  
 Graham, Wm, Jun, Stockton-on-Tees, Durham, Wine Merchant. Oct 7. Asst. Reg Nov 19.  
 Harris, Richd, Brooks-rd, Junction-rd, Holloway, & Halse Ley Harris, Cuba-ter, Hargrave-pk-rd, Holloway, Builders. Nov 2. Inspectorship. Reg Nov 20.  
 Hartle, Hy, Dudley, Worcester, Grocer. Oct 23. Asst. Reg Nov 19.  
 Kent, Wm, Monks Coppenhall, Chester, out of business. Oct 23. Comp. Reg Nov 18.  
 Lane, Joseph Jas, Cranbrook-pl, Old Ford-rd, Bethnal-green, Engineeer. Oct 21. Comp. Reg Nov 18.  
 Levy, Aaron, Woburn-pl, Russell-sq, Upholsterer. Oct 26. Comp. Reg Nov 20.  
 Lucas, Joseph, Birm, Jeweller. Oct 22. Comp. Reg Nov 19.  
 Mason, Thos, Louth, Lincoln, Butcher. Oct 28. Asst. Reg Nov 20.  
 Newland, Hy, Curtain-rd, Shoreditch, Oilman. Nov 10. Comp. Reg Nov 19.  
 Phillips, Jacob, Edwd Cohen & Phillip Cohen, Birm, Merchants. Oct 23. Asst. Reg Nov 18.  
 Robb, John Wallace, Ipswich, Suffolk, Dra per. Oct 20. Asst. Reg Nov 20.  
 Smith, David Chas, Kemerton, Gloucester, Builder. Oct 21. Asst. Reg Nov 19.  
 Smith, Jas, Kingston-upon-Hull, Grocer. Oct 21. Asst. Reg Nov 17.

Sudren, Jas, Bolholt, Bury, Lancaster, Calico Printer. Oct 9. Asst. Reg Nov 18.  
 Thacker, Benj, Sharnford, Leicester, Draper. Oct 22. Asst. Reg Nov 18.  
 Till, Wm, Emamot-villas, Bridge-rd, St John's-wood, Builder. Oct 24. Inspectorship. Reg Nov 18.  
 Vernon, Saml, Aston New-town, Warwick, Grocer. Nov 5. Comp. Reg Nov 10.  
 Walker, Maria, Manch, Umbrella Manufacturer. Oct 21. Comp. Reg Nov 18.  
 Whillier, Wm, Landport, Southampton, Builder. Oct 21. Asst. Reg Nov 20.  
 Wilby, Chas, Leicester, Lamb's Wool Spinner. Oct 23. Asst. Reg Nov 18.  
 Williams, John Hy, Lpool, Draper. Nov 10. Comp. Reg Nov 18.

## TUESDAY, NOV. 24, 1868.

Allen, Hy, Greenham, Berks, Plumber. Oct 16. Asst. Reg Nov 21.  
 Beadle, John, Lpool, Licensed Victualler. Oct 30. Comp. Reg Nov 23.  
 Bellwood, Joseph, Darrington, York, Miller. Oct 29. Comp. Reg Nov 24.  
 Bodger, Robt, Ramsey, Huntingdon, Miller. Oct 24. Asst. Reg Nov 20.  
 Brodhurst, Geo, Manch, Beerhouse Keeper. Nov 6. Asst. Reg Nov 24.  
 Brown, John, Newcastle-upon-Tyne, Draper. Oct 28. Asst. Reg Nov 23.  
 Browne, Fredk Walter, Lamb's Conduit-st, Draper. Oct 23. Comp. Reg Nov 23.  
 Croker, Emanuel, Gunnislake, Cornwall, Ship Builder. Oct 28. Asst. Reg Nov 24.  
 Brook, Wm, Swansea, Glamorgan, Tobaccoconist. Oct 21. Comp. Reg Nov 23.  
 Dixon, Edwd, Brook Street Farm, Kent. Nov 7. Comp. Reg Nov 21.  
 Dyson, Edmund, Manch, Joiner. Oct 30. Asst. Reg Nov 23.  
 English, Hy, Feckenham, Worcester, Beer Retailer. Oct 20. Comp. Reg Oct 23.  
 Fagg, Wm Weekes, Canterbury, Grocer. Oct 19. Comp. Reg Nov 20.  
 Farr, Geo, Tavistock-crescent, Notting-hill, Builder. Oct 30. Comp. Reg Nov 20.  
 Gerson, Ludwig, & Kazimierz Daniel Elsner, Leeds, Merchants. Nov 18. Comp. Reg Nov 20.  
 Gibson, John, Pudsey, York, Drysalter. Oct 29. Comp. Reg Nov 24.  
 Grime, Richd, Blackburn, Lancaster, Comm Agent. Nov 6. Comp. Reg Nov 20.  
 Harris, E's, Sparkbrook, Worcester, out of business. Nov 20. Comp. Reg Nov 23.  
 Hicks, Jeremiah, Bootle, Lancaster, Baker. Oct 20. Comp. Reg Nov 21.  
 Hood, Albert, Eversham, Toughton, Essex, Provision Merchant. Oct 29. Asst. Reg Nov 23.  
 Jenkins, Thos, & David Jenkins, Kenfig-hill, Glamorgan, Drapers. Oct 23. Asst. Reg Nov 21.  
 Longbottom, Jas, Leeds, Machine Maker. Oct 28. Asst. Reg Nov 23.  
 Maggi, Fredk, Maidstone, Kent, Tobaccoconist. Nov 5. Comp. Reg Nov 18.  
 Mahany, Edwd Chas, Fulham-rd, Plumber. Oct 9. Comp. Reg Nov 20.  
 Marshall, Jas, Gladstone-pl, Hornsey-rd, Clothier. Nov 7. Comp. Reg Nov 23.  
 McIlquham, Jas, Blackburn, Lancaster, Shoe Manufacturer. Oct 23. Asst. Reg Nov 21.  
 Muller, Geo Fredk, Lpool, Merchant. Oct 28. Comp. Reg Nov 23.  
 Payne, John, & Jas White, Manch, Joiners. Oct 27. Comp. Reg Nov 23.  
 Reynolds, Geo Waide, Stamford-st, Blackfriars-rd, Stay Manufacturer. Nov 20. Comp. Reg Nov 23.  
 Roe, Hy, Lpool, Straw Bonnet Dealer. Oct 22. Comp. Reg Nov 23.  
 Sahlgren, Fredk Wilhelm Waldemar, & Thos Short Garrall, Kingston-upon-Hull, Ship Owners. Oct 19. Asst. Reg Nov 20.  
 Sanders, Fredk Wm, Halfax, York, Cotton Spinner. Oct 23. Asst. Reg Nov 23.  
 Sargeant, Joseph, Manch, Baker. Oct 28. Asst. Reg Nov 24.  
 Swan, Peter, Manch, Earthenware Dealer. Oct 27. Asst. Reg Nov 23.  
 Tapson, Alfred Hy, Newport, Monmouth, Shipbroker. Oct 27. Asst. Reg Nov 21.  
 Thomnson, Hy, Hanley, Stafford, C lothier. Oct 17. Asst. Reg Nov 21.  
 Vallis, John, Birm, Tailor. Oct 19. Asst. Reg Nov 23.  
 Wikman, Nicholas Wm, Minories, Ship Chandler. Oct 29. Comp. Reg Nov 21.  
 Willetts, Chas, Birm, Licensed Victualler. Nov 11. Comp. Reg Nov 20.  
 Wood, Robt, Portland-rd, South Norwood, China Dealer. Nov 14. Comp. Reg Nov 20.

## Bankrupts

To Surrender in London.

FRIDAY, NOV. 20, 1868.

Angell, Ambrey Heclles, Chalvey, Buckingham, Builder. Pet Nov 14. Dec 2 at 1. Sole & Co, Aldermanbury.  
 Bevan, Thos, Salmon-lane, Limehouse, Cheesemonger. Pet Nov 16. Roche. Dec 2 at 11. Olive, Portsmouth-st, Lincoln's-inn-fields.  
 Birt, Chas Edwd, East India-rd, Contractor. Pet Nov 16. Roche. Dec 2 at 12. Riches, Cheapside.  
 Cash, Chas Jabez, Whitehorse-st, Stepney, Zinc Worker. Pet Nov 12. Pepps. Dec 2 at 11. Beard, Basinchall-st.  
 Chandler, Benj, Crawley-down, Worth, Sussex, Builder. Pet Nov 18. Roche. Dec 2 at 1. Silvester, Gt Dover-st, Newington.  
 Chapman, Wm, Kennington-pk-rd, Leather Seller. Pet Nov 17. Pepps. Dec 3 at 2. Miller & Smith, Watling-st.  
 Cubitt, Leonard Wm, Alfred-st, City-rd, out of business. Pet Nov 16. Pepps. Dec 3 at 2. Gammon, Cloak-lane.  
 East, Edwd, Slough, Bucks, Grocer. Pet Nov 17. Roche. Dec 2 at 12. Clarke, Mary's-sq, Faddington.  
 Farley, John Thos, Northwamborough, Hants, Butcher. Pet Nov 2. Dec 2 at 2. Johnson & Co, King's Bench-walk.

Foster, Wm, Carlton-rd, Kentish-town, Salesman. Pet Nov 16. Roche.  
Dec 2 at 11. Girdwood, Old Jewry-chambers.  
Forster, Wm Robinson, Acacia grove, Dulwich, out of business. Pet  
Nov 18. Dec 9 at 12. Watson, Basinghall-st.  
Gadd, Jas, Kensington-pl, Westminster, Stone Mason. Pet Nov 17.  
Roche. Dec 2 at 12. Parkes, Beaumont-bldgs, Strand.  
Harris, Chas, Coburg-st, Euston-sq, Journeyman Butcher. Pet Nov 16.  
Dec 2 at 2. Morris, Leicester-sq.  
Hopkins, John Baker, Prisoner for Debt, London. Pet Nov 16 (for pau).  
Pepps. Dec 3 at 11. Watson, Basinghall-st.  
Horwath, M. R., Walbrook, Merchant. Pet Nov 11. Roche. Dec 2  
at 12. May & Sykes, Adelaide-pl, London-bridge.  
Howard, Richd, Southampton, Corn Dealer. Pet Nov 16. Pepps. Dec  
3 at 1. Watson, Basinghall-st.  
Lewis, Abraham, Hackney-rd, Shoreditch, Importer of Pictures. Pet  
Nov 18. Roche. Dec 2 at 1. Waring, Bishopsgate-st Without.  
Minot, John Edwd, Grove-vale, East Dulwich, Schoolmaster. Pet Nov  
18. Pepps. Dec 3 at 2. Pittman, Guildhall-chambers.  
Payne, Geo, Wootton, Northampton, Cooper. Pet Nov 19. Murray.  
Nov 39 at 12. Hensman & Nicholson, College-hill, Cannon-st.  
Perkins, Robt, Aldwinckle, Northampton, Cattle Dealer. Pet Nov 18.  
Dec 2 at 2. Brown, Basinghall-st.  
Phillips, John, Church-st, Islington, Rag Merchant. Pet Nov 12. De  
2 at 12. Pittman, Guildhall-chambers, Basinghall-st.  
Pollard, Jas, Moorgate-st, Tailor. Pet Nov 18. Pepps. Dec 3 at 1.  
Windsor, Moorgate-st.  
Reader, Geo, Prisoner for Debt, London. Adj Nov 16. Murray. Dec  
2 at 12.  
Reynolds, John, St Paul's-rd, Camden-sq, Seal Engraver. Pet Nov 17.  
Pepps. Dec 3 at 2. Dobie, Gresham-st.  
Saurbrey, Peter, Lamb-st, Spitalfields, Baker. Pet Nov 16. Pepps. Dec  
3 at 2. Briant, Winchester-house.  
Shrubsole, Clara Hollingworth, St John's-wood-ter, Portland-town,  
Spinster. Pet Nov 17. Roche. Dec 2 at 12. Greenwood, Gt James-st,  
Bedford-row.  
Smith, John, Appleford-rd, Goulburn-rd, Westbourne-pk, Stone  
Mason. Pet Nov 16. Roche. Dec 2 at 11. Olive, Portsmouth-st,  
Lincoln's-inn-fields.  
Ward, Jas Edwd, Walter-ter, Victoria Dock-rd, Plaistow, Builder.  
Pet Nov 16. Roche. Dec 2 at 11. Hickling, Trinity-sq, Borough.  
To Surrender in the Country.  
Allnutt, Alfred, Ryde, Isle of Wight, Postmaster's Assistant. Pet Nov  
18. Blake. Newport, Dec 2 at 12. Beckingsale, Newport.  
Banks, Jas, Hovingham, York, Shopkeeper. Pet Nov 16. Wilson.  
New Malton, Dec 2 at 12. Young, York.  
Booth, Jabez, Fenton, Stafford, Hairdresser. Pet Nov 13. Feary.  
Stoke-upon-Trent. Dec 4 at 11. Tennant, Hanley.  
Bower, Jas, York, Mungo Merchant. Pet Nov 17. Leeds, Dec 7 at 11.  
Bond & Hawick, Leeds.  
Buckley, John, Davenham, Chester, Builder. Pet Nov 16. Lpool.  
Dec 3 at 11. Fletcher, Northwich.  
Cawper, Thos, Moston, Lancaster, out of business. Pet Nov 17. Kay.  
Manch, Dec 1 at 9.30. Mann, Manch.  
Creswick, Thos John, Ramoor, York, out of business. Pet Nov 18.  
Wake. Sheffield, Dec 2 at 1. Binney & Son, Sheffield.  
Dale, Jas, Birm, Manager for a Licensed Victualler. Pet Nov 16.  
Guest. Birm, Dec 11 at 10. Rowlands, Birm.  
Emmson, Hy, Barton-under-Brayley, Warwick, Miller. Pet Nov 16.  
Hill. Birm, Dec 2 at 12. Parry, Birm.  
Ewbank, Wm, Everton, Lancaster, Journeyman Painter. Pet Nov 17.  
Hime. Lpool, Dec 3 at 3. Dawhnan, Birkenhead.  
Gaiger, John, & Chas Cossins, Ryde, Isle of Wight, Coach Builders.  
Pet Nov 16. Blake. Newport, Dec 2 at 11. Beckingsale, New-  
port.  
Gallewski, Simon, Jacob Gallewski, & Nathan Gallewski, Sunderland,  
Durham, Jewellers. Pet Nov 10. Gibson. Newcastle-upon-Tyne.  
Dec 2 at 12. Joel, Newcastle-upon-Tyne.  
Heath, Eliza, Wolverhampton, Stafford, out of employment. Pet Nov  
12 (for pau). Brown. Wolverhampton, Dec 5 at 12.  
Hordero, Harriet, Manch, no business. Pet Nov 13. Kay. Manch.  
Dec 1 at 9.30. Milne, Manch.  
Illingworth, Wm, Lancaster, Tailor. Pet Nov 13. Bolton. Blackburn.  
Dec 3 at 11. Seward, Blackburn.  
Ingram, Chas, Gt Yarmouth, Norfolk, Journeyman Sail Maker. Pet  
Nov 18. Chamberlin. Gt Yarmouth, Dec 4 at 12. Preston, jun, Gt  
Yarmouth.  
Jones, Elz, Pontypool, Monmouth, Licensed Victualler. Pet Nov 16.  
Edwards. Pontypool, Dec 7 at 11. Lloyd, Pontypool.  
Jones, Wm, Farnworth, Lancaster, Ironmoulder. Pet Nov 16. Holden.  
Bolton, Dec 2 at 10. Hinnell & Mangnall, Boston.  
Kay, Thos, Manch, General Warehouseman. Pet Nov 9. Macrae.  
Manch, Dec 4 at 11. Fletcher, Manch.  
Lawes, Richd Jas, Caister, Norfolk, Carpenter. Pet Nov 16. Chamber-  
lin. Gt Yarmouth, Dec 1 at 12. Culley, Norwich.  
Leele, John, jun, Malton, York, Tailor. Pet Nov 18. Leeds, Dec 7 at  
11. Jagger, Malton.  
Lewis, Stephen, Mountain Ash, Glamorgan, Draper. Pet Nov 17.  
Wilde. Bristol, Dec 2 at 11. Press & Co, Bristol.  
Lovelyady, John, Waterloo, Lancaster, Dealer in Fish. Pet Nov 16.  
Hime. Lpool, Dec 2 at 3. Ritson, Lpool.  
Mayall, Robt, Lancaster, Stay Maker. Pet Nov 14. Jackson.  
Rochdale, Dec 2 at 10. Standring, Rochdale.  
Ritson, Chasabers, Evertown, Lpool, Commission Agent. Pet Nov 16.  
Hime. Lpool, Dec 2 at 3.30. Barker, Lpool.  
Roberts, John, Dowlands, Glamorgan, Greengrocer. Pet Nov 16.  
Russell. Merthyr Tydfil, Dec 5 at 11. Plevs, Merthyr Tydfil.  
Robertson, John, Blackburn, Lancaster, Travelling Draper. Pet Nov 9.  
Macrae. Manch, Dec 4 at 11. Sale & Co, Manch.  
Robinson, Bryan, Prisoner for Debt, Walton. Adj Oct 14. Lpool,  
Dec 3 at 11.  
Ross, David, Bury, Lancaster, Travelling Draper. Pet Nov 10.  
Fardell. Manch, Dec 7 at 12. Sale, Manch.  
Rowell, Sidney Benj, Peterborough, Northampton, Draper. Pet Nov 12.  
Gaches. Peterborough, Dec 5 at 12. Law, Stamford.  
Smith, Joshua, Abington, Gloucester, Farm Bailiff. Pet Nov 14.  
Cooke. Newcut, Dec 8 at 11. Teynton, Gloucester.  
Sprearman, Wm, Bilston, Stafford, Labourer. Pet Oct 29. Brown.  
Wolverhampton, Dec 5 at 12. Ratcliffe, Wolverhampton.

Stanforth, Chas, Sheffield, Licensed Victualler. Pet Nov 16. Wake.  
Sheffield, Dec 2 at 1. Binney & Son, Sheffield.  
Stonier, Saml, Stoke-lane, Stafford, Beer Retailer. Pet Nov 17.  
Keary. Stoke-upon-Trent, Dec 5 at 11. Ward, Longton.  
Terry, Geo, Southsea, Hants, Poulterer. Pet Nov 13. Howard.  
Portsmouth, Dec 1 at 12. Walker, Portsea.  
Wartnaby, John, Sleaford, Lincoln, out of business. Pet Nov 16.  
Maile. Louth, Nov 30 at 2. Rex, Lincoln.  
Wilson, Geo Hy, Lpool, Draper. Pet Nov 14. Hime. Lpool, Dec 1  
at 3. Culshaw, Lpool.  
Woolertou, Thos, Thrusington, Leicester, Carpenter. Pet Nov 18.  
Ingram. Leicester, Dec 2 at 10. Arnall, Leicester.

TUESDAY, Nov. 24, 1868.

To Surrender in London.

Alison, Wm, Prisoner for Debt, London. Pet Nov 19 (for pau). Murray.  
Dec 7 at 12. Edwards, Bush-lane.  
Bautz, Philipp, Little Bell-alley, Moorgate-st, Cigar Merchant. Pet Nov  
20. Murray. Dec 7 at 12. Brighton, Bishopsgate-st Without.  
Betteridge, Ezekiel Michael Wallis, Craven-st, City-rd, Hardwood  
Turner. Pet Nov 20. Murray. Dec 7 at 12. Sword, Finsbury-  
pavement.  
Bianco, Cavetano, Prisoner for Debt, London. Pet Nov 17 (for pau).  
Brougham. Dec 9 at 1. Watson, Basinghall-st.  
Borrett, Wm, Milton, Dorset-sq, Baker. Pet Nov 19. Murray. Dec  
7 at 11. Godfrey, Hatten-garden.  
Budd, Edwd Latrobe, Moorgate-st, Merchant. Pet Nov 19. Pepps.  
Dec 10 at 11. English, Moorgate-st.  
Cooke, Geo Chas, Murray-st, Kentish-town, General Agent. Pet Nov  
21. Pepps. Dec 10 at 12. Nind, Basinghall-st.  
Foley, Edwd, Prisoner for Debt, Springfield. Adj Nov 17. Dec 9 at 1.  
Galwey, St John Dupond, Prisoner for Debt, London. Pet Nov 19.  
Pepps. Dec 10 at 12. Salaman, St Swithin's-lane.  
Harc, John, Neate-st, Camberwell, Beershop Keeper. Pet Nov 19. Dec  
9 at 1. Mason & Co, Gresham-st.  
Hewitt, Jas Morgan, Prisoner for Debt, London. Pet Nov 16 (for pau).  
Brougham. Dec 9 at 11. Pittman, Guildhall-chambers, Basing-  
hall-st.  
Hobson, Edmund Carey, Leadenhall-st, Wine Merchant. Pet Nov 16.  
Dec 9 at 1. Robinson, Gresham-house, Old Broad-st.  
Jacob, Thos, Kingston, Surrey, Butcher. Pet Nov 21. Pepps. Dec 10  
at 12. Shearman, Little Tower-st.  
Jaques, Jas, Prisoner for Debt, London. Pet Nov 20 (for pau) Brough-  
ham. Dec 9 at 2. Biddles, South-sq, Gray's-inn.  
Mackenzie, Wm, Prisoner for Debt, London. Pet Nov 17 (for pau).  
Brougham. Dec 9 at 12. Biddles, South-sq, Gray's-inn.  
Moses, Lewis, & David Moses, Prisoners for Debt, London. Pet Nov 19  
(for pau). Brougham. Dec 9 at 2. King, Gresham-chambers,  
Basinghall-st.  
Oliver, Stepen, Aldermanbury, Woolen Warehouseman. Pet Nov 9.  
Murray. Dec 7 at 12. Singleton & Tattershall, Gt James-st, Bed-  
ford-row.  
Perry, Edwln, Cavendish-st, Auctioneer. Pet Nov 14. Pepps. Dec 10  
at 12. Doyle & Co, Verulam-bldgs.  
Reece, Marianne, Prisoner for Debt, London. Adj Nov 20. Murray.  
Dec 2 at 12.  
Sadd, Wm, Potter-st, Essex, Colt Breaker. Pet Nov 21. Murray. Dec  
7 at 1. Willoughby & Cox, Clifford's-inn.  
Sparrow, Wm, Prisoner for Debt, London. Pet Nov 17 (for pau). Pepps.  
Dec 10 at 11. Watson, Basinghall-st.  
Squirrel, Portland-rd, South Norwood, Locksmith. Pet Nov 21. Dec  
9 at 2. Silvester, Gt Dover-st, Newington.  
Stuhmer, Fredk, Prisoner for Debt, London. Pet Nov 18 (for pau).  
Murray. Dec 7 at 11. Drake, Basinghall-st.  
Swinnock, Augustus, Prisoner for Debt, London. Adj Nov 16. Dec  
16 at 11.  
Townsend, Wm, St Mary Cray, Kent, Builder. Pet Nov 19. Murray.  
Dec 7 at 11. May & Sykes, Adelaide-pl, London-bridge.  
Tyrrell, Edwd, Gt Cambridge-st, Hackney-rd, Grocer. Pet Nov 20.  
Pepps. Dec 10 at 12. Waring, Bond-st, Walbrook.  
Wheeler, Joseph, Althorpe-rd, Wandsworth-common, Builder. Pet Nov  
13. Dec 9 at 12. Condy, Falcon-rd, Battersea.  
Williams, Thos Edwd, Hope-ter, Fulham, Comm Agent. Pet Nov 17.  
Pepps. Dec 10 at 11. Smith, Clement's-inn.  
Willoughby, Thos Benj, residing abroad, Veneer Sawyer. Pet Nov 3.  
Dec 9 at 2. Ashurst & Co, Old Jewry.  
Wing, Adolphus Hy Augustin, Churchhill-rd, Kentish-town, Photo-  
grapher. Pet Nov 19. Dec 9 at 12. Hicks, Strand.  
Wyatt, Walter, Union-grove, Clapham, out of business. Pet Nov 17.  
Dec 9 at 11. Sole & Co, Aldermanbury.  
To Surrender in the Country.  
M. Antibi, Manch, Merchant. Pet Nov 14. Fardell. Manch, Dec 7 at  
11. Sale & Co, Manch.  
Ayre, Thos, Robinson, Bishop Auckland, Durham, Cowkeeper. Pet  
Nov 12. Gibson. Newcastle-upon-Tyne. Dec 8 at 12. Bousfield  
Newcastle-upon-Tyne.  
Bassett, Thos, Leicester, Framesmith. Pet Nov 19. Ingram.  
Leicester, Dec 12 at 10. Durrant, Leicester.  
Bount, Walter, Colmanbay, Derby, Lime Merchant. Pet Nov 19.  
Tudor. Birm, Dec 15 at 11. Cranch, Nottingham.  
Brook, Hy, Huddersfield, York, out of business. Pet Nov 13. Leeds,  
Dec 7 at 11. Learyod, Huddersfield.  
Brunsdon, Geo, King's Norton, Worcester, Retail Brewer. Pet Nov 21.  
Hill. Birm, Dec 9 at 12. James & Griffin, Birm.  
Burdens, Moses, Donhead St. Mary, Wilts, Carpenter. Pet Nov 17.  
Burridge. Shaftesbury, Dec 5 at 11. Chitty, Shaftesbury.  
Burn, Robt, Haslembridge, Northampton, Innkeeper. Pet Nov 20.  
Stooke. Dec 10 at 1. Taylor, Hexham.  
Carter, Thos, Manch, Tobaccoist. Pet Nov 19. Kay. Manch,  
Dec 15 at 9.30. Heath & Co, Manch.  
Cooney, John, Dewsbury, York, Flock Dealer. Pet Nov 18. Nelson.  
Dewsbury, Dec 10 at 3. Sykes, Heckmondwike.  
Cox, Ambrose Frs Cooke, Axminster, Devon, Gentleman. Pet Nov 19.  
Bond. Axminster, Dec 3 at 1. Tucker, Chard.  
Duckworth, Mary, Bowling, York, Stone Mason. Pet Nov 20. Brad-  
ford, Dec 4 at 9.15. Hutchings, Bradford.  
Duncan, Robt Dick, Wavertree, Lpool, Deacon in Holy Orders. Pet  
Nov 21. Lpool, Dec 4 at 11. Pemberton, Lpool.

Evans, Wm, Lpool, Ship Broker. Pet Nov 19. Lpool, Dec 17 at 11.  
Frezch, Lpool.  
Frith, Joseph, Adwood, Chester, Cotton Waste Dealer. Pet Nov 12.  
Fardell, Manch, Dec 9 at 11. Marsland & Addieshaw, Manch.  
Fuller, Hy Alex, Sunderland. Durham, Innkeeper. Pet Nov 21.  
Gibson, Newcastle upon Tyne, Dec 8 at 12. Graham & Graham, Sunderland.  
Green, Geo Fras, & Green, Hannah, Leeds, Billiard Table Manufacturers. Pet Nov 23. Leeds, Dec 7 at 11. Spirett, Leeds.  
Hannan, Wm, Huddersfield, Theatrical Proprietor. Pet Nov 23. Leeds, Dec 14 at 11. Craven, Huddersfield.  
Harrison, Robt Geo Tobias, Manch, Cricketer's Outfitter. Pet Nov 20.  
Kay, Manch, Dec 15 at 9.30. Boute & Ryance, Manch.  
Herbert, Job, Leicester, Paper Box Manufacturer. Pet Nov 12.  
Tudor.  
Hollings, John, & Hy Hollings, Leeds, Cloth Manufacturers. Pet Nov 16. Leeds, Dec 7 at 11. Simpson, Leeds.  
Jones, Robt Joseph, Prisoner for Debt, Walton. Adj Nov 19. Lpool, Dec 4 at 11.  
Lucas, Fras, Manch, Beer Retailer. Pet Nov 19. Kay. Manch, Dec 15 at 9.30. Heath & Sons, Manch.  
Oden, Fras, Eagle, Lincoln, Farmer. Pet Nov 19. Tudor. Birm, Dec 15 at 11. Williams, Lincoln.  
Owen, David Lewis, Cardiff, Glamorgan, Colliery Agent. Pet Nov 19.  
Wilde. Bristol, Dec 4 at 11. Morgan, Cardiff.  
Owston, Wm, Slater, Brig, Lincoln, Ale Merchant. Pet Nov 20.  
Leeds Dec 9 at 12. Summers, Hull.  
Pearcey, Silvanus, Southampton, Marine Store Dealer. Pet Nov 17.  
Thorndike, Southampton, Dec 8 at 12. Mackey, Southampton.  
Phillips, John, Stoke St Mary, Somerset, Baker. Pet Nov 19. Meyler, Taunton, Dec 5 at 11. Trenchard, Taunton.  
Powell, Richd, Cerney, Broughton, nr Wrexham, Denbigh, Chartermaster. Pet Nov 19. Reid. Wrexham, Dec 9 at 11. Sherratt, Wrexham.  
Pym, Joseph, Melton, Mowbray, Leicester, Fishmonger. Pet Nov 19.  
Oldham, Melton Mowbray, Dec 7 at 1.30. Cranch, Nottingham.  
Rennison, Wm, Middleton-on-the-Wolds, York, Tailor. Pet Nov 21.  
Tonge. Gt Driffield, Dec 10 at 12. Allen, Gt Driffield.  
Richard, Richd, Pontefract, York, Hotel Keeper. Pet Nov 23. Leeds, Dec 14 at 11. Simpson, Leeds.  
Roberts, Thos, Prisoner for Debt, Carmarthen. Adj Nov 12. Wilde. Bristol, Dec 4 at 11.  
Radall, John, Barnstable, Devon, Grocer. Pet Nov 20. Exeter, Dec 5 at 12. Floud, Exeter.  
Sargant, Arthur Thos, Leicester, Hosier. Pet Nov 11. Tudor. Birm, Dec 15 at 11. Stevenson, Leicester.  
Sharp, Alfred, Dewsbury, York, Grocer. Pet Nov 10. Leeds, Dec 7 at 11. Simpson, Leeds.  
Shillam, Wm, Bristol, Comm Agent. Pet Nov 19. Wilde. Bristol, Dec 4 at 11. Benson & Elletson, Bristol.  
Squire, John, Beathwaite-green, Westmorland, Labourer. Pet Nov 16.  
Wilson. Kendal, Dec 1 at 11. Thompson, Kendal.  
Taylor, Jas, Bourn, Lincoln, Pork Butcher. Pet Nov 17. Bell, Bourn, Dec 8 at 10. Law, Stamford.  
Thomas, Wm, Penlan Farm West, Glamorgan, Farmer. Pet Nov 20.  
Russell, Merthyr Tydfil, Dec 8 at 12. Rosser, Aberdare.  
Thomas, Nicholas, Merthyr Tydfil, Glamorgan, Victualler. Pet Nov 19.  
Russell, Merthyr Tydfil, Dec 8 at 11.30. Rosser, Aberdare.  
Thompson, Geo, Halifax, York, Tea Dealer. Pet Nov 13. Leeds, Dec 7 at 11. Marsland & Addieshaw, Manch.  
Whellams, Creasey, Lpool, Comm Agent. Pet Nov 20. Welsby. Ormskirk, Dec 7 at 10. Dixon, Lpool.  
Woor, Fredk, Loddon, Norfolk, Brickmaker. Pet Nov 20. Fiske. Beccles, Dec 9 at 10. Kent, Beccles.

BANKRUPTCIES ANNULLED.

FRIDAY, NOV. 20, 1868.

Tobias, Joseph, & Davis Tobias, Wood-st, Spitalfields, Boot Manufacturers. Nov 18.

TUESDAY, NOV. 24, 1868.

Ungar, Julius, Dagmar-rd, Victoria-park, Frame Manufacturer, Nov 19.

GRESHAM LIFE ASSURANCE SOCIETY,  
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....  
Introduced by (state name and address of solicitor)  
Amount required £  
Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)  
Security (state shortly the particulars of security, and, if land or buildings, state the net annual income)  
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.

By order of the Board,  
F. ALLAN CURTIS, Actuary and Secretary.

CASES TO HOLD THE NUMBERS  
OF THE  
SOLICITORS' JOURNAL  
CAN BE HAD AT THE OFFICE,  
OR THROUGH ANY BOOKSELLER,  
Price, 3s. 6d. and 7s. 6d.

**BREAKFAST.—A SUCCESSFUL EXPERIMENT.**—The "Civil Service Gazette" has the following interesting remarks:—"There are very few simple articles of food which can boast so many valuable and important dietary properties as cocoa. While acting on the nerves as a gentle stimulant, it provides the body with some of the purest elements of nutrition and at the same time corrects and invigorates the action of the digestive organs. These beneficial effects depend in a great measure upon the manner of its preparation, but of late years such close attention has been given to the growth and treatment of cocoa, that there is no difficulty in securing it with every useful quality fully developed. The singular success which Mr. Epps attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. Far and wide the reputation of Epps's Cocoa has spread by the simple force of its own extraordinary merits. Medical men of all shades of opinion have agreed in recommending it as the safest and most beneficial article of diet for persons of weak constitutions. This superiority of a particular mode of preparation over all others is a remarkable proof of the great results to be obtained from little causes. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills. It is by the judicious use of such articles of diet that a constitution may be gradually built up until strong enough to resist every tendency to disease. Hundreds of subtle maladies are floating around us ready to attack wherever there is a weak point. We may escape many a fatal shaft by keeping ourselves well fortified with pure blood and a properly nourished frame."

PAPER FASTENERS OR BINDERS.

PURCHASE HART'S, AND REWARD INVENTOR;  
Others are recommended by "some salesmen" to your loss, being inferior.

A. HART & Co., 22, GRESHAM STREET, and BIRMINGHAM.

**ALBION SNELL'S 25s. OFFICE WATCH,**  
equal in appearance, accuracy, and durability, to any Watch at five times the cost. A written guarantee and twelve months' trial allowed.—ALBION SNELL, Watchmaker and Jeweller, 114, High Holborn, W.C. Established 1848.

TO SOLICITORS, &c., requiring DEED BOXES

will find the best-made article lower than any other house. List of Prices and sizes may be had gratis or sent post free.

RICHARD & JOHN SLACK, 336, Strand, opposite Somerset House. Established nearly 50 years. Orders above £2 sent carriage free.

YATES AND ALEXANDER,  
PRINTERS,

7, Symonds-inn (and at Church-passage), Chancery-lane, E.C.

Parliamentary Bills, Appeals, Bills of Complaint, Memorandums and Articles of Association, Legal Forms, Notices, &c.

Prospectuses of Public Companies, Share Certificates, Show Cards, Cheques, Insurance Tables, Policies, Proposal Forms.

Catalogues, Particulars and Conditions of Sale, Posting Bills, and all General Printing.

BILLS of COMPLAINT, ANSWERS, APPEALS,  
MINUTES, and all Law Printing, executed with promptitude and at moderate charges by

YATES & ALEXANDER,  
LAW PRINTERS,

7, Symonds-inn (and at Church-passage), Chancery-lane, London.

**SLACK'S SILVER ELECTRO PLATE** is a coating of pure Silver over Nickel. A combination of two metals possessing such valuable properties renders it in appearance and wear equal to Sterling Silver.

	Fiddle Pattern.	Thread.	King's.
	£ s. d.	£ s. d.	£ s. d.
Table Forks, per doz.....	1 10 0 and 1 18 0	2 4 0	2 10 0
Dessert ditto .....	4 0 0 and 1 10 0	1 12 0	1 15 0
Table Spoons .....	1 10 0 and 1 18 0	2 4 0	2 10 0
Dessert ditto .....	1 0 0 and 1 10 0	1 12 0	1 15 0
Tea Spoons .....	0 12 0 and 0 18 0	1 2 0	1 5 0

Every Article for the Table as in Silver. A Sample Tea Spoon forwarded upon receipt of 20 stamps.

RICHARD & JOHN SLACK, 336, STRAND, LONDON.

SLACKS FENDER AND FIRE-IRON WARE.

HOUSE is the MOST ECONOMICAL, consistent with good quality:—Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 20s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Boasting Jacks, complete, 7s. 6d. Tea-trays, 1s. 6d. set of three; elegant Papier Maché ditto, 2s. the set. Teapots, with plated knob, 5s. 6d.; Coal Scuttles 2s. 6d. A set of Kitchen Utensils for cottage, 43s. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn Ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

RICHARD & JOHN SLACK, 336, STRAND, LONDON.  
Opposite Somerset House.



# LONDON AND COUNTY BANKING COMPANY

ESTABLISHED 1836.

SUBSCRIBED CAPITAL, £2,500,000, IN 50,000 SHARES OF £50 EACH.

PAID-UP CAPITAL, £925,428. RESERVE FUND, £425,428.

## DIRECTORS.

NATHANIEL ALEXANDER, Esq.  
JOHN EDMUND ANDERSON, Esq.  
THOS. TYRINGHAM BERNARD, Esq.  
PHILIP PATTON BLYTH, Esq.

JOHN WILLIAM BURMESTER, Esq.  
HUGH C. E. CHILDERS, Esq., M.P.  
JOHN FLEMING, Esq.  
FREDERICK FRANCIS, Esq.

EDWARD W. T. HAMILTON, Esq., M.P.  
FREDERICK HARRISON, Esq.  
WILLIAM CHAMPION JONES, Esq.  
WILLIAM NICOL, Esq.

## Auditors.

WILLIAM NORMAN, Esq.

RICHARD H. SWAINE, Esq.

WHITBREAD TOMSON, Esq.

## General Manager.

WILLIAM M'KEWAN, Esq.

## Chief Inspector.

W. J. NORFOLK, Esq.

## Assistant General Manager.

WILLIAM HOWARD, Esq.

## Chief Accountant.

JAMES GRAY, Esq.

## Inspectors of Branches.

H. J. LEMON, Esq., and C. SHERRING, Esq.

## Secretary.

F. CLAPPISON, Esq.

HEAD OFFICE, 21, LOMBARD STREET.

THE LONDON AND COUNTY BANK OPENS DRAWING ACCOUNTS with Commercial Houses and Private Individuals, either upon the plan usually adopted by other Bankers, or by charging a small Commission to those persons to whom it may not be convenient to sustain an agreed permanent balance.

DEPOSIT ACCOUNTS.—Deposit Receipts are issued for sums of Money placed upon these Accounts, and Interest is allowed for such periods and at such rates as may be agreed upon, reference being had to the state of the Money Market.

CIRCULAR NOTES AND LETTERS OF CREDIT are issued, payable in the principal Cities and Towns of the Continent, in Australia, Canada, India, and China, the United States, and elsewhere.

The Agency of Foreign and Country Banks is undertaken.

THE PURCHASE AND SALE OF GOVERNMENT and other STOCKS, of English or Foreign Shares, effected, and Dividends, Annuities, &c., received for Customers of the Bank.

GREAT FACILITIES are also afforded to the Customers of the Bank for the Receipt of Money from the Towns where the Company has Branches.

THE OFFICERS OF THE BANK are bound not to disclose the transactions of any of its Customers.

By Order of the Directors,  
W. M'KEWAN, General Manager.

**MILNERS' STRONG HOLDFAST and FIRE**  
RESISTING SAFES, Chests, Doors, and Strong Rooms, with the progressive and recent improvements effected after half a century's experience, effectually guard against Fire and Burglars.—Liverpool, Manchester, Sheffield, Leeds, Hull, and 47a, Moorgate-street, City, London.

**COX & SON, State and Law Robe Makers, &c.,**  
28 and 29, Southampton-street, Strand, London. Established 1838.

Gowns for "Queen's Counsel" made of Rich Armazine Silk ..... 8½ Guineas.  
Flexible Silk, at 5½, 6½, and 7½  
Stuff Gowns for Barristers or Attorneys, 35s., 42s., 52s. 6d., and 63s. each.  
Bands with elastic fastenings, 2s. per pair.

By Royal Command.

**METALLIC PEN MAKER TO THE QUEEN.**

**JOSEPH GILLOTT,**

Respectfully directs the attention of the Commercial Public, and of all who use

## STEEL PENS,

of the incomparable excellence of his productions, which for QUALITY OF MATERIAL, FASHION, and GREAT DURABILITY, will ensure universal preference.

THEY CAN BE OBTAINED, RETAIL, OF EVERY DEALER IN THE WORLD.

Wholesale at the Works, Graham-street, Birmingham; and at the Branch Establishments, 51, John-street, New York; and 37, Gracechurch-street, London.

**THE COMPANIES ACTS, 1862 and 1867.**

**EVERY** requisite under the above Acts supplied on the shortest notice. The BOOKS and FORMS kept in stock for immediate use. MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES engraved and printed. OFFICIAL SEALS designed and executed. No charge for sketches. Companies Fee Stamps.

**ASH & FLINT,**

Stationers, Printers, Engravers, Registration Agents, &c., 49, Fleet-street, London, E.C. (corner of Sergeants'-inn).

CAMBERWELL.—AUCTION HOUSE AND ESTATE OFFICES.  
**ELLIOTT AND DAVIS,**  
THE GROVE, CAMBERWELL, S.E.,  
AND  
86, KING WILLIAM-STREET, E.C.

PERIODICAL SALES BY AUCTION—HOUSE AGENCY—RENTS COLLECTED.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.  
No. 119, CHANCERY LANE, FLEET STREET.

**HENRY GREEN** (many years with the late George Reyneil), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. File of "London Gazette" kept for reference.

Now ready, price 9s., post free,

## THE WEEKLY REPORTER DIGEST

OF ALL THE CASES DECIDED IN THE  
SUPERIOR COURTS OF EQUITY AND COMMON LAW,  
BANKRUPTCY, PROBATE, DIVORCE,  
and MATRIMONIAL,

AND  
ADMIRALTY and ECCLESIASTICAL COURTS;

WITH  
APPEALS TO THE HOUSE OF LORDS AND PRIVY COUNCIL;  
Also of Cases decided in the Superior Courts of Ireland;

From Michaelmas, 1867, to the Sittings after Trinity Term, 1868.

By L. B. CLARENCE and A. WILSON, Barristers-at-Law.  
Office of the "Weekly Reporter," 59, Carey-street, W.C.

**THE LAW OF TRADE MARKS**, with some account of its History and Development in the Decisions of the Courts of Law and Equity. By EDWARD LLOYD, Esq., of Lincoln's Inn, Barrister-at-Law, London.

"I am indebted to the very valuable little publication of Mr. Lloyd, who has collected all the authorities on this subject."—Y. C. Wood in *McAndrew v. Bassett*, March 4.

Office, 89, Carey-street, W.C.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s., with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.  
All Letters intended for publication in the "Solicitors Journal" must be authenticated by the name of the writer, though not necessarily for publication.  
Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

## The Solicitors' Journal.

LONDON, DECEMBER 5, 1868.

ON THURSDAY LAST the Court of Exchequer Chamber gave judgment in *Griswell v. Bristowe*, reversing the decision of the Court of Common Pleas (16 W. R. 478). *Griswell v. Bristowe*, it will be remembered, was an action by the vendor of eighty Overend-Gurney shares against a firm of stockjobbers, who bought them upon the London Stock Exchange from the vendor's (the plaintiff's) brokers in the ordinary way. The defendants sold the shares to other jobbers, and afterwards duly passed to the plaintiff the names of persons to whom transfers of the shares were to be executed by the plaintiff. The purchase-money was duly paid, and the transfer executed by the plaintiff, but the transferees neglected to register. The plaintiff's name remained on the register, and he had to pay calls subsequently made upon the shares. The action was for an indemnity against these calls. The substantial question involved was, What is the legal effect of a contract for the sale of shares made in the usual course of business upon the Stock Exchange between a registered owner of shares not a member of the Stock Exchange and a stockjobber? The plaintiff contended that he was not bound by any usage of the Stock Exchange, and that from the moment of the purchase of the shares the defendant was in equity the true owner, and entitled to all benefits, and liable for all loss that might result from the ownership of the shares. The defendants relied upon a usage that the jobber should not be regarded as a purchaser in the ordinary sense of the word, but that his contract was to pay the agreed price for the shares, and to give the name of a *bonâ fide* transferee, or to cause the shares to be registered in his own or some other person's name. This was not the only defence, but it was the chief one. The majority of the Court of Common Pleas decided that the evidence stated in the special case was not sufficient as to establish as a fact the existence of the alleged usage, and that if such usage really existed, it was unreasonable, and, therefore, did not affect the contract. Byles, J., dissented from this, holding that the usage was reasonable and sufficiently proved. The Court of Exchequer Chamber have now unanimously decided in accordance with the opinion of Byles, J. They point out that the action was based on the admission that the defendants were entitled to substitute other parties in their place as buyers, that there was, consequently, an admitted departure from the ordinary incidents of a contract of sale; and that the action was based on the contract of sale "as qualified by the usage of the Stock Exchange." They held that the evidence in the case sufficiently established a usage as a matter of fact that the jobber's contract was that he should on the name day "substitute, if he is able to do so, another party or parties as buyers, and so relieve himself from further liability on the contract"—provided that the substituted persons be such that the seller cannot reasonably object to. The Court then discussed the question of unreasonableness, and decided (without expressing an opinion on the effect of the employment by the plaintiff of a broker who was acquainted with the usage) that the usage was not un-

reasonable in itself. They say that the usage, "far from being unreasonable, appears to us to be fair and equitable with reference to the interests of all parties concerned;" and they further express an opinion which it will be difficult to reconcile with some of the reported cases, that "a usage founded on the general convenience of all parties engaged in a particular department of business can never be said to be unreasonable." On this ground, therefore, there was a valid contract between the plaintiff and the defendant, but by virtue of the usage, which was part of the contract, the defendant was not liable.

So far the Court of Exchequer Chamber deals with the same arguments as those which were discussed in the judgment of the Court below; but they give a further "and more conclusive answer to the objection urged against the usage."

The plaintiff adopted part of the usage, and must, therefore, adopt the whole. That usage was, as understood by the Court, that the jobber was not liable on the contract after payment of the price of the shares, and giving in the names of transferees. The defendants, therefore, could not now be liable, as they and the broker only contracted subject to the usage. The plaintiff might possibly be entitled to repudiate the contract on the ground that the broker had acted contrary to, or had exceeded his authority, or for some other reason, but he clearly could only enforce it as understood between his agent and the defendants. The plaintiff, therefore, could not succeed in the present action, which was based on an obligation into which the defendants had never intended to enter. The Court say that they would have decided thus if the plaintiff had never executed any transfers, but that the case was strengthened against him by the fact that he had assented to receive the transferees as the buyers, had executed transfers, and had thus "for ever deprived himself of the power of transferring the shares to the defendants." The Court refer with approval to *Shepherd v. Murphy* (16 W. R. Ch. App., Ir., 248), in which the Court of Appeal in Ireland, reversing the decision of the Vice-Chancellor, held that a bill of specific performance and indemnity could be maintained by the original vendor of shares against the ultimate vendee under circumstances almost precisely similar to those of *Griswell v. Bristowe*.

Kelly, C.B., concurred in this judgment, and added thereto some further reasons on which he relied. The decisions in *Shepherd v. Murphy* and *Griswell v. Bristowe* in the Courts of Appeal are in accordance with one another, and if the decision of Malins, V.C., in *Coles v. Bristowe* should be overruled by the Court of Appeal in Chancery\* there will be the opinions of the three intermediate Courts of Appeal against that of the Courts below. It may be presumed that one of these cases will soon reach the House of Lords, and that then the matter will at last be set at rest.

The practical effect of this decision will not be so entirely a benefit to members of the Stock Exchange as they seem to imagine. The jobbers, of course, benefit by it. Their position, according to the rule laid down by the Common Pleas, was that they were always liable for the non-completion of the contract, but that they had their remedy over against their purchaser. And this remedy, we apprehend, they might, according to the rules of the Stock Exchange, have enforced against their purchaser inside the Exchange, that is, the broker of the real purchaser. That broker again would have a remedy against his client, and, in case of that client's insolvency, the loss would thus fall on the broker who had chosen to act for the insolvent person. Under the rule laid down by the Exchequer Chamber, however, the jobber is not liable after the name he gives is accepted, and thus he is undoubtedly in a better position. But it is now held to be the business of the person to whom the name is tendered

\* The appeal judgment in *Coles v. Bristowe* is to be delivered to-day.

## LONDON AND COUNTY BANKING COMPANY

ESTABLISHED 1836.

SUBSCRIBED CAPITAL, £2,500,000, IN 50,000 SHARES OF £50 EACH.  
PAID-UP CAPITAL, £925,428. RESERVE FUND, £425,428.

## DIRECTORS.

NATHANIEL ALEXANDER, Esq.  
JOHN EDMUND ANDERDON, Esq.  
THOS. TYRINGHAM BERNARD, Esq.  
PHILIP PATTON BLYTH, Esq.

JOHN WILLIAM BURMESTER, Esq.  
HUGH C. E. CHILDERS, Esq., M.P.  
JOHN FLEMING, Esq.  
FREDERICK FRANCIS, Esq.

EDWARD W. T. HAMILTON, Esq., M.P.  
FREDERICK HARRISON, Esq.  
WILLIAM CHAMPION JONES, Esq.  
WILLIAM NICOL, Esq.

WILLIAM NORMAN, Esq.

Auditors.  
RICHARD H. SWAINE, Esq.

WHITBREAD TOMSON, Esq.

## General Manager.

WILLIAM M'KEWAN, Esq.

## Chief Inspector.

W. J. NORFOLK, Esq.

## Assistant General Manager.

WILLIAM HOWARD, Esq.

## Chief Accountant.

JAMES GRAY, Esq.

## Inspectors of Branches.

H. J. LEMON, Esq., and C. SHERRING, Esq.

## Secretary.

F. CLAPPISON, Esq.

HEAD OFFICE, 21, LOMBARD STREET.

THE LONDON AND COUNTY BANK OPENS DRAWING ACCOUNTS with Commercial Houses and Private Individuals, either upon the plan usually adopted by other Bankers, or by charging a small Commission to those persons to whom it may not be convenient to sustain an agreed permanent balance.

DEPOSIT ACCOUNTS.—Deposit Receipts are issued for sums of Money placed upon these Accounts, and Interest is allowed for such periods and at such rates as may be agreed upon, reference being had to the state of the Money Market.

CIRCULAR NOTES AND LETTERS OF CREDIT are issued, payable in the principal Cities and Towns of the Continent, in Australia, Canada, India, and China, the United States, and elsewhere.

The Agency of Foreign and Country Banks is undertaken.

THE PURCHASE AND SALE OF GOVERNMENT and other STOCKS, of English or Foreign Shares, effected, and Dividends, Annuities, &c., received for Customers of the Bank.

GREAT FACILITIES are also afforded to the Customers of the Bank for the Receipt of Money from the Towns where the Company has Branches.

THE OFFICERS OF THE BANK are bound not to disclose the transactions of any of its Customers.

By Order of the Directors,

W. M'KEWAN, General Manager.

**MILNERS' STRONG HOLDFAST and FIRE**  
RESISTING SAFES, Chests, Doors, and Strong Rooms, with the progressive and recent improvements effected after half a century's experience, effectually guard against Fire and Burglars.—Liverpool, Manchester, Sheffield, Leeds, Hull, and 47a, Moorgate-street, City, London.

**COX & SON, State and Law Robe Makers, &c.,**  
28 and 29, Southampton-street, Strand, London. Established 1838.

Gowns for "Queen's Counsel" made of Rich Armazine

Silk ..... 8½ Guineas.

Flexible Silk, at 5½, 6½, and 7½ "

Stuff Gowns for Barristers or Attorneys, 33s., 42s., 52s. 6d., and 63s.

each.

Bands with elastic fastenings, 2s. per pair.

By Royal Command.

METALLIC PEN MAKER TO THE QUEEN.

JOSEPH GILLOTT,

Respectfully directs the attention of the Commercial Public, and of all who use

STEEL PENS,

of the incomparable excellence of his productions, which for QUALITY of MATERIALS, FINE ACTION, and GREAT DURABILITY, will ensure universal preference.

THEY CAN BE OBTAINED, RETAIL, OF EVERY DEALER IN THE WORLD.

Wholesale at the Works, Graham-street, Birmingham; and at the Branch Establishments, 91, John-street, New York; and 37, Gracechurch-street, London.

THE COMPANIES ACTS, 1862 and 1867.

**EVERY** requisite under the above Acts supplied on the shortest notice. THE BOOKS AND FORMS kept in stock for immediate use. MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES engraved and printed. OFFICIAL SEALS designed and executed. No charge for sketches. Companies Fee Stamps.

ASH &amp; FLINT,

Stationers, Printers, Engravers, Registration Agents, &c., 49, Fleet-street, London, E.C. (corner of Serjeants'-inn).

CAMBERWELL.—AUCTION HOUSE AND ESTATE OFFICES.  
**ELLIOTT AND DAVIS,**  
THE GROVE, CAMBERWELL, S.E.,  
AND  
66, KING WILLIAM-STREET, E.C.

PERIODICAL SALES BY AUCTION—HOUSE AGENCY—RENTS COLLECTED.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.  
No. 119, CHANCERY LANE, FLEET STREET.

**HENRY GREEN** (many years with the late George Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and hereby solicits their continuance and support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. File of "London Gazette" kept for reference.

Now ready, price 9s., post free,

THE WEEKLY REPORTER DIGEST

OF ALL THE CASES DECIDED IN THE  
SUPERIOR COURTS OF EQUITY AND COMMON LAW,  
BANKRUPTCY, PROBATE, DIVORCE,  
and MATRIMONIAL,

AND ADMIRALTY and ECCLESIASTICAL COURTS;

WITH APPEALS TO THE HOUSE OF LORDS AND PRIVY COUNCIL;

Also of Cases decided in the Superior Courts of Ireland;

From Michaelmas, 1867, to the Sittings after Trinity Term, 1868.

By L. B. CLARENCE and A. WILSON, Barristers-at-Law.

Office of the "Weekly Reporter," 59, Carey-street, W.C.

**THE LAW OF TRADE MARKS**, with some account of its History and Development in the Decisions of the Courts of Law and Equity. By EDWARD LLOYD, Esq., of Lincoln's Inn, Barrister-at-Law, London.

"I am indebted to the very valuable little publication of Mr. Lloyd, who has collected all the authorities on this subject."—V. C. Wood in *McAndrew v. Bassett*, March 4.

Office, 89, Carey-street, W.C.



he  
ed  
nd  
la,  
es,  
as

S,

TS  
—

ge  
of  
da  
c,  
se  
d.

V,

L;

38.

ic  
he  
t-  
d.  
in